



City of Blaine

City Council

October 7, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

AGENDA

1. Call to Order by the Mayor

2. Pledge of Allegiance

3. Roll Call

4. Awards - Presentations - Organizational Business

- 4.1.** 2024-375 Proclamation Declaring October as National Domestic Violence Awareness Month
Sponsors: City Council

5. Communications

6. Open Forum

Open Forum is an opportunity for the public to present an issue or concern to City Council. There is a maximum of fifteen minutes set aside for open forum. Each presentation should be limited to no more than three minutes. If your item needs follow-up from the City, staff will arrange for that follow-up and will contact you to let you know what is being done. Thank you for coming this evening.

7. Adoption of Agenda

8. Approval of Consent Agenda:

All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 8.1.** 2024-446 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

- 8.2.** 2024-441 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

- 8.3.** 2024-166 Resolution Appointing Election Judges for the 2024 General Election

Sponsors: Cathy Sorensen, City Clerk

- 8.4.** 2024-413 Motion to Approve Bids for the Repair of the Roads due to Water Main Breaks at Yalta Street, Xebec Street and Burger King Parking Lot.
Sponsors: Nick Fleischhacker, Public Works Director
- 8.5.** RES 24-195 Resolution Authorizing Interfund Transfers and Budget Amendments Related to the Facilities Project to Construct a Functional Office Space for the New Fleet Manager and Existing Fleet Staff.
Sponsors: Nick Fleischhacker, Public Works Director
- 8.6.** 2024-428 Motion to Approve Selling a Surplus of Previously Used Police Department Axon Taser Equipment
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.7.** RES 24-191 Resolution Adopting a Written Statement of Denial for the Preliminary Manufactured Home Park Plan for Park of Four Seasons at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)
Sponsors: Sheila Sellman, City Planner
- 8.8.** 2024-443 Motion to Approve the 2025 North Metro Telecommunications Commission Budget
Sponsors: Ben Hayle, Communications Manager

9. 7:00 PM - Public Hearing and Items Published for a Certain Time

- 9.1.** RES 24-176 Resolution Granting a Conditional Use Permit to Allow Indoor Auto Sales and Minor Auto Repair in a Light Industrial (I-1) Zoning District at 9221 Davenport Street NE. Konstantine Ebralidze (Case File No. 24-0055/ACK)
Sponsors: Sheila Sellman, City Planner
- 9.2.** RES 24-178 Conduct Public Hearing and Adopt a Resolution to Vacate a Portion of a Drainage and Utility Easement, on the West Side, Lot 2, Block 3, Radisson Industrial Park; According to the Recorded Plat Thereof, Anoka County, Minnesota; Vacation No. V24-04
Sponsors: Daniel Schluender, Director of Engineering
- 9.3.** RES 24-188 Holding a Public Hearing Related to Redevelopment TIF District I-25, Business Subsidy and Approving Resolution Approving an Amendment to the Blaine Economic Development Project Plan to Establish a Redevelopment Tax Increment Financing District Therein, Approving a Tax Increment Financing Plan Therefor (105th Redevelopment Area-East District) and Authorizing the Execution of a TIF Assistance Agreement and Related Documents with Blaine Town Center East LLC

Sponsors: Erik Thorvig, Community Development Director

- 9.4.** RES 24-192 Public Hearing Related to and Approving Property Tax Abatements Authorizing the Execution of an Abatement Assistance Agreement and Related Documents with Blaine Town Center West LLC

Sponsors: Erik Thorvig, Community Development Director

10. Development Business

- 10.1.** RES 24-175 Resolution Granting a Conditional Use Permit for a Specialized Youth Training Facility (Fitness Center) in the Planned Business District (PBD) Zoning District at 11820 Ulysses Street NE. Next Level Athletes (Case File No. 24-0053/SLK)

Sponsors: Sheila Sellman, City Planner

- 10.2.** ORD 24-2566 Second Reading
Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine Development LLC (Case File No. 24-0054/SAS)

Sponsors: Sheila Sellman, City Planner

11. Administration

- 11.1.** ORD 24-2565 Second Reading
Ordinance Approving the Sale of 2043 105th Avenue NE

Sponsors: Erik Thorvig, Community Development Director

12. Other Business

- 12.1.** RES 24-201 Resolution Censuring Councilmember Saroya

Sponsors: Attorney Lida Bannick

13. Adjournment



CITY OF BLAINE, MINNESOTA

PROCLAMATION

DECLARING OCTOBER AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County; and

WHEREAS, domestic violence is a crime, the commission of which will not be tolerated in Anoka County and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

WHEREAS, over thousands of women and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

WHEREAS, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

WHEREAS, October is ***National Domestic Violence Awareness Month***; and

WHEREAS, during ***National Domestic Violence Awareness Month***, Anoka County organizations will inform area residents about domestic violence, its prevalence, consequences and what we, as a concerned community, can do to eliminate its existence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Blaine hereby proclaims October 2024 to be ***National Domestic Violence Awareness Month*** in the City of Blaine.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Blaine to be affixed this 7th day of October 2024.

Tim Sanders, Mayor

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 10/07/2024 FOR PAYMENTS THE WEEK OF 09/06/2024**

Vendor Name	Description	Amount
AMAZON CAPITAL SERVICES	PW Hitch Pin for 1288	\$ 107.96
AMAZON CAPITAL SERVICES	PW Brake Hub Tool; Mechanics	\$ 41.63
AMAZON CAPITAL SERVICES	3 mouse pads with wrist support	\$ 74.97
AMAZON CAPITAL SERVICES	Mouse and Mouse Pad	\$ 36.94
AMAZON CAPITAL SERVICES	Mouse Pads	\$ 37.98
AMAZON CAPITAL SERVICES	PW Tools for Mechanics	\$ 104.91
AMAZON CAPITAL SERVICES	PW Stand up Desk; Sign Shop	\$ 329.99
AMAZON CAPITAL SERVICES	Computer monitor	\$ 109.99
ANOKA COUNTY LICENSE BUREAU	New Registration - FIRE	\$ 58.00
ANOKA COUNTY LICENSE BUREAU	New Registration - PW	\$ 23.00
ANOKA COUNTY LICENSE BUREAU	New Registration - PD	\$ 87.00
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	\$ 812.50
ASPEN MILLS INC	clothing and uniforms	\$ 64.85
ASPEN MILLS INC	clothing and uniforms	\$ 463.98
ASPEN MILLS INC	clothing and uniforms	\$ 56.99
ASPEN MILLS INC	clothing and uniforms	\$ 234.90
ASPEN MILLS INC	clothing and uniforms	\$ 439.75
ASPEN MILLS INC	clothing and uniforms	\$ 128.94
ASPEN MILLS INC	clothing and uniforms	\$ 53.99
ASPEN MILLS INC	clothing and uniforms	\$ 119.80
ASPEN MILLS INC	clothing and uniforms	\$ 73.45
ASPEN MILLS INC	clothing and uniforms	\$ 619.05
ASPEN MILLS INC	clothing and uniforms	\$ 619.50
ASPEN MILLS INC	clothing and uniforms	\$ 518.70
ASPEN MILLS INC	clothing and uniforms	\$ 39.00
ASPEN MILLS INC	clothing and uniforms	\$ 314.79
ASPEN MILLS INC	clothing and uniforms	\$ 190.90
ASPEN MILLS INC	clothing and uniforms	\$ 12.50
ASPEN MILLS INC	clothing and uniforms	\$ 78.95
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 1,573.57
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 24.85

AT&T MOBILITY	Cell phone service-PD	\$ 7,417.92
AUTOMATIC SYSTEMS COMPANY	Level Sensor; LS 8	\$ 1,178.13
BAUER BUILT INC	Tires/Installation for Log Loader	\$ 7,009.68
BAUER BUILT INC	Tires/Installation; 1152	\$ 369.90
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 12,590.38
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 6,063.91
BLAINE BROTHERS INC	Engine Valve Repair; 1241	\$ 5,137.87
BLAINE BROTHERS INC	U-joints for 1288	\$ 34.80
BLAINE BROTHERS INC	Suspension Repair; 1241	\$ 9,953.84
BLAINE BROTHERS INC	Rear Brakes; 1241	\$ 5,684.85
BLAINE LOCK & SAFE INC	LS 15 Building lock	\$ 249.50
BOHNENSTINGL AMANDA	Home Improvement Grant	\$ 5,000.00
BRAD'S CATCH BASIN REPAIR LLC	Concrete at Parks	\$ 2,840.00
CALIBRE PRESS INC	reading people online training	\$ 800.00
CAPITAL ONE TRADE CREDIT	Air Hose, Mech Shop tool	\$ 53.51
CEMSTONE PRODUCTS CO INC	Concrete Tools; Storm	\$ 251.61
CENTER FOR ENERGY AND ENVIRONMENT	EDA HIL Loans - July, 2024	\$ 56,372.19
CENTERPOINT ENERGY	A/P Only - Misc	\$ 3,152.26
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 417.66
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 38.42
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 38.42
CINTAS CORPORATION	PW med supply cabinet	\$ 420.75
CINTAS CORPORATION	MAYC medical cabinet supplies	\$ 9.53
CITY OF ANOKA	range fees	\$ 400.00
CITY OF LEXINGTON	A/P Only - Misc	\$ 4,295.35
CONNEXUS ENERGY-UTILITY PAYMENTS	951 124th Ln NE/Well #12,#13	\$ 11,128.02
CONNEXUS ENERGY-UTILITY PAYMENTS	10801 Town Square Drive	\$ 11,259.30
CREATIVE HOMES INC	Escrow Refund - 4822 127th LN NE	\$ 4,800.00
CREATIVE HOMES INC	Escrow Refund - 12850 Stutz CT NE	\$ 4,800.00
CREATIVE HOMES INC	Escrow Refund - 13110 Hupp CT NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 12795 Stutz CT NE	\$ 5,000.00
CRYSTEEL TRUCK EQUIPMENT	Filter Base Kit; 1235	\$ 110.74
DAVIDSON SUSAN D	Home Improvement Grant	\$ 3,699.87
FERGUSON ENTERPRISES LLC #3325	Tools/Supplies for F350 #4628	\$ 406.87
FERGUSON WATERWORKS #2518	B/O Gate valve Parts; Water	\$ 480.00
FLEXIBLE PIPE TOOLS & EQUIPMENT	Seal/Wheel Counter; 4506	\$ 997.25
GALLAGHER BENEFIT SERVICES INC	Ongoing DBM evaluations	\$ 416.67
GALLAGHER BENEFIT SERVICES INC	Compensation Study	\$ 8,000.00
GARY CARLSON EQUIPMENT COMPANY	Equipment matt rental; Parks	\$ 88.00
GARY CARLSON EQUIPMENT COMPANY	Trench box rental	\$ 201.00
GMP CONSULTANTS	Executive Recruitment - HR Manager	\$ 9,183.60
HANSON SPORTS LLC	Summer Sports Camps	\$ 827.05
HAWKINS INC	Water Treatment Chemicals	\$ 583.11
HOSE PROS LLC	Hoses/Fitting for sweepers	\$ 4,388.74

I-STATE TRUCK CENTER	Turn Signal/Urea & Fuel Filter; 1288	\$ 238.60
I-STATE TRUCK CENTER	Turn Signal/Urea & Fuel Filter; 1288	\$ 89.59
JACKSON-HIRSH INC	Laminating Supplies - PW	\$ 133.20
JOHNSON LITHO GRAPHICS OF EAU CLAIRE	Fall Rec Connect brochure	\$ 20,319.97
LAWSON PRODUCTS INC	Locate Paint: Water	\$ 302.40
LEAGUE OF MN CITIES	Elections Administrative Course	\$ 15.00
LENNAR	Permit Refund B24-03058	\$ 13,882.10
LIFE SAFETY SYSTEMS INC	Annual Fire monitoring-Bandshell	\$ 325.00
LOCAL GOVERNMENT INFORMATION	Network Services	\$ 507.50
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,225.17
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 923.25
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,254.82
MC TOOL & SAFETY SALES	Masks/Rain gear: Sewer	\$ 1,314.75
MC TOOL & SAFETY SALES	Safety Supplies: Gloves/Glasses	\$ 768.16
MEADOWLAND ESTATES LLC	Escrow Release-Meadowland Estates	\$ 113,051.58
MENARDS - BLAINE	PW Plywood/Pipe fittings; Parks	\$ 30.20
MENARDS - BLAINE	Light/Outlet/Cable; Sign Shop	\$ 73.66
MENARDS - BLAINE	Measuring Wheel; Parks	\$ 64.97
METRO SALES INCORPORATED	Copier Maintenance and Support	\$ 214.00
MIDWAY FORD COMPANY	Wiper blades; PW Stock	\$ 140.00
MINNESOTA EQUIPMENT - HAM LAKE	Headlight: 2396	\$ 206.21
MINNESOTA EQUIPMENT - HAM LAKE	Muffler Asm; Chain Saws	\$ 98.99
MINNESOTA EQUIPMENT - ISANTI	Paint for tractor	\$ 14.01
MINNESOTA VALLEY TESTING LABS #2778	Water testing at Lakeside Park	\$ 76.00
MTI DISTRIBUTING INC	Engine Service: 2445	\$ 315.00
NORTHERN SANITARY SUPPLY CO INC	WTP 4 sanding disks	\$ 195.50
NORTHERN SANITARY SUPPLY CO INC	CH vacuum bags	\$ 31.70
NORTHWAY SPORTS	Tires/Window Regulator; 5294	\$ 514.97
OPPORTUNITY SERVICES INC	Cleaning Services - July	\$ 1,889.55
O'REILLY AUTOMOTIVE INC	Credit	\$ (191.13)
O'REILLY AUTOMOTIVE INC	Brake Rotor #5293	\$ 191.00
O'REILLY AUTOMOTIVE INC	Stock Filters; PW	\$ 50.65
O'REILLY AUTOMOTIVE INC	Rotors/Pads; 5264	\$ 149.99
O'REILLY AUTOMOTIVE INC	Credit	\$ (77.85)
O'REILLY AUTOMOTIVE INC	Rotors/Pads for 5275	\$ 394.93
O'REILLY AUTOMOTIVE INC	Exhaust Clamps/Hanger; 1288	\$ 7.60
O'REILLY AUTOMOTIVE INC	Exhaust Clamps/Hanger; 1288	\$ 106.88
O'REILLY AUTOMOTIVE INC	PW-Wiper Blades 4505	\$ 70.43
O'REILLY AUTOMOTIVE INC	Alternator/pully; 5323	\$ 457.93
O'REILLY AUTOMOTIVE INC	Credit	\$ (50.00)
OSETH GARY ALLEN	Home Improvement Grant	\$ 2,211.84
PARENT BUILDERS INC	Escrow Refund - 2591 Quail Creek Ct NE	\$ 5,000.00
PRO-TEC DESIGN INC	Door Reader Repair; Well 1	\$ 382.50
PROVISION EVENTS INC	3M Open 2024	\$ 1,582.69

RAISING CANE'S CHICKEN FINGERS	meal for kickball	\$ 1,501.21
RCM SPECIALTIES INC	Street Patching Material	\$ 645.21
REPUBLIC SERVICES #894	Shredding for Recycling Saturday Events	\$ 899.32
RINKER MATERIALS	Joint Seal Prostik; LS 8 & 24	\$ 200.00
STANDARD INSURANCE COMPANY	Life Insurance - Sept 2024	\$ 9,104.50
STREICHER'S	holster	\$ 45.99
SUBURBAN TIRE WHOLESALE INC	Tires; PD Stock	\$ 620.00
SUBURBAN TIRE WHOLESALE INC	Tires; PD Stock	\$ 1,374.00
SUN LIFE FINANCIAL	Long Term Disability Insurance	\$ 5,058.14
TEAMSTERS LOCAL #320 WELFARE	Police Dental - Group #1609	\$ 7,524.00
TENICITY LLC	Summer Tennis Lessons	\$ 3,665.60
TRI-STATE BOBCAT INC	Radiator for 2377	\$ 4,989.76
TRI-STATE BOBCAT INC	Toolcat Repairs: 2374	\$ 536.32
WARGO NATURE CENTER	Stand up paddle board class	\$ 100.00
WESTRUM ANDREW	Escrow Refund - 70 132nd Ave NE	\$ 4,800.00
WSB & ASSOCIATES INC	Southeast Area Reconstruction	\$ 194.00
		\$ 428,536.11

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/07/2024 FOR PAYMENTS THE WEEK OF 09/06/2024**

Vendor Name	Description	Amount
JOHNSON LITHO GRAPHICS OF EAU CLAIRE	Fall Rec Connect brochure	\$ 20,319.97

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 10/07/2024 FOR PAYMENTS THE WEEK OF 09/13/2024**

Vendor Name	Description	Amount
ACME TOOLS	Water Break Trailer Tools #4641	\$ 249.00
ACME TOOLS	Water Break Trailer Tools #4641	\$ 1,548.47
AIR MECHANICAL INC	BBC A/C Repair	\$ 594.00
ALL AUTO GLASS LLC	Repairs to squad 5314	\$ 467.36
ALL SAFE GLOBAL INC	CH - Annual extinguisher inspection	\$ 181.85
ALLEGRA PRINT & IMAGING	Business Cards	\$ 64.05
ALLEGRA PRINT & IMAGING	Business Cards	\$ 132.64
ALLEGRA PRINT & IMAGING	Community alliance materials	\$ 206.32
ALLEGRA PRINT & IMAGING	Citizen academy booklets	\$ 349.17
AMAZON CAPITAL SERVICES	Supplies for bike rodeo	\$ 29.97
AMAZON CAPITAL SERVICES	Food boats for Bike Rodeo	\$ 44.98
AMAZON CAPITAL SERVICES	PW Screen protectors/Cases; Ipads	\$ 66.76
AMAZON CAPITAL SERVICES	Hitch Pin; 1288	\$ 79.18
AMAZON CAPITAL SERVICES	Solid State Hard Drive	\$ 121.98
AMAZON CAPITAL SERVICES	Portable sink for events	\$ 179.99
AMAZON CAPITAL SERVICES	Laminator, folders, post-its	\$ 342.40
AMAZON CAPITAL SERVICES	Football Field equipment	\$ 468.88
AME RED-E-MIX INC	Sidewalk panel repair/replace	\$ 568.00
AME RED-E-MIX INC	Concrete walkway; Sewer	\$ 833.00
ANGELES ANNI JOSSELIN LIRA	performance at WorldFest	\$ 400.00
ANOKA COUNTY	Record Easements/Vacation	\$ 46.00
ANOKA COUNTY	County Recordings	\$ 92.00
ANOKA COUNTY	Record Easements/Vacation	\$ 92.00
ANOKA COUNTY	Record Easements/Vacation	\$ 138.00
ANOKA COUNTY	County Recordings	\$ 138.00
APPLIED CONCEPTS	Lidar Units - chargers, batteries	\$ 11,266.00
ASPEN MILLS INC	clothing and uniforms	\$ 65.99
ASPEN MILLS INC	clothing and uniforms	\$ 129.90
ASPEN MILLS INC	clothing and uniforms	\$ 137.44
AST COMPRESSORS	Air Compressor-Parks	\$ 59,774.00
AT&T MOBILITY	EMPLOYEE CELL PHONE	\$ 10,610.58
AUTOMATIC SYSTEMS COMPANY	Control Start up; LS 8	\$ 797.50
BARR ENGINEERING COMPANY	WTP1 underdrain Design	\$ 8,238.83
BAUER BUILT INC	Rear tires/installation: 1202	\$ 565.50
BAUER BUILT INC	Tires/Installation: 1226	\$ 1,007.90
BOLTON & MENK INC	Sprint Decommission - Tower 2	\$ 502.50
BOUND TREE MEDICAL LLC	Medical supplies - PD	\$ 766.03

CAPITAL CURBING LLC	Curbing in Tom Ryan Park	\$ 980.00
CAPITAL ONE TRADE CREDIT	Inspection Camera; Water	\$ 246.05
CAPITAL ONE TRADE CREDIT	Water Break Trailer #4641	\$ 1,799.05
CENTURYLINK	911 Service	\$ 74.98
CHESNESS THOMAS	Class A fees, Mileage	\$ 705.33
CHINESE AMERICAN ASSOCIATION	performance at WorldFest	\$ 1,000.00
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 225.86
CLEMONS STEVE	Alpacas for WorldFest	\$ 300.00
COLOMBIA LIVE	performance at WorldFest	\$ 650.00
COMCAST	PW Cable TV	\$ 20.98
COX COMMUNICATIONS INC	IP subscriber info search	\$ 50.00
CREATIVE HOMES INC	Escrow Refund - 4535 132nd Ln NE	\$ 4,900.00
CREATIVE HOMES INC	Escrow Refund - 13212 Kissel St NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13245 Kissel St NE	\$ 7,400.00
CREATIVE HOMES INC	Escrow Refund - 13210 Jewell St NE	\$ 7,400.00
CRYSTEEL TRUCK EQUIPMENT	Build-up of F350-Water	\$ 36,064.73
CUB FOODS INC - THE VILLAGE	Crime Analyst Meeting	\$ 29.98
CUB FOODS INC - THE VILLAGE	Community Alliance Meeting items	\$ 29.98
DACUS BRIANNA M	Little school graduation items	\$ 92.74
DAVE PERKINS CONTRACTING INC	Manhole Removal; Flanders St	\$ 5,825.00
DRESSEL JOLENE	Park/Rec Refund	\$ 327.06
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 43.00
ENVIRONMENTAL EQUIPMENT & SERVICES	Sweeper Broom; Storm	\$ 3,300.00
ESS BROTHERS & SONS INC	Tubes/glue/ropes; Sewer/Storm	\$ 2,475.00
EVANS KRISTA	Tuition reimbursement	\$ 1,214.59
GMP CONSULTANTS LLC	Executive Recruitment - HR Manager	\$ 5,000.00
GRAINGER	Filter/Pressure gauge; WTP's	\$ 181.57
GRAZIANI NICHOLAS	Home Improvement Grant	\$ 1,331.00
HANDT JOY	Princess carriage for P/R	\$ 100.00
HARISEN DAIKO	performance at WorldFest	\$ 200.00
HAWKINS INC	Water Treatment Chemicals	\$ 6,747.00
HAWKINS INC	Water Treatment Chemicals	\$ 24,548.95
HAYO SHAI J	performance at WorldFest	\$ 1,550.00
INGINA LLC	Summer tech camps	\$ 1,144.00
INNOVATIVE OFFICE SOLUTIONS	PW Office supplies	\$ 107.14
INNOVATIVE OFFICE SOLUTIONS	Paper, paper clips	\$ 475.61
INSIGHT PUBLIC SECTOR INC	Panasonic Toughbook	\$ 3,411.09
ISOM HARLAN G	Softball Umpire Fees	\$ 63.00
ISOM HARLAN G	Softball Umpire Fees	\$ 248.00
JOHNSON BENJAMIN J	Training - Meal Reimbursement	\$ 311.09
JOHNSON LITHO GRAPHICS	September MAYC Newsletters	\$ 1,966.80
JONATHAN HOMES OF MN LLC	Escrow Refund - 4802 131st Ct NE	\$ 5,000.00
JUSTEN JENNAH	Tuition reimbursement	\$ 495.00
JUSTEN JENNAH	Tuition reimbursement	\$ 495.00

KENNEDY & GRAVEN CHARTERED	Elevage Redev TIF District/NSC Bonds	\$ 1,261.25
LAWSON PRODUCTS INC	Coated wheel weights	\$ 17.75
LAWSON PRODUCTS INC	Locate Paint: Sewer	\$ 191.52
LAWSON PRODUCTS INC	Hitch pin w/handles	\$ 472.52
LAWSON PRODUCTS INC	Safety Air Couplers, bulb	\$ 1,110.92
LEAGUE OF MN CITIES	Election Administration Course	\$ 15.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 15.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 15.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 15.00
LEAGUE OF MN CITIES	Diversity Training- Leslie Pollock	\$ 15.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 225.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 225.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 225.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 225.00
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LEAGUE OF MN CITIES	respectful workplace training	\$ 240.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 240.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 255.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 255.00
LEAGUE OF MN CITIES	respectful workplace training	\$ 285.00
LEAGUE OF MN CITIES INSURANCE	Workers comp insurance claims	\$ 2,343.15
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$ 121.93
MARTIN MARIETTA MATERIALS	Rubble Disposal Fee	\$ 60.00
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 322.55
MARTIN MARIETTA MATERIALS	Patching Material	\$ 924.00
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,003.59
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,195.51
MC TOOL & SAFETY SALES	Bump Test Gas; Sewer	\$ 169.75
MEADOWLAND ESTATES LLC	Full Escrow Refund, PC21-0041	\$ 7,750.00
MENARDS - BLAINE	Chalk for bike rodeo	\$ 14.95
MENARDS - BLAINE	Spray paint, Dish Soap	\$ 23.26
MENARDS - BLAINE	Mechanic Shop Tools	\$ 50.98
MENARDS - BLAINE	Pipe Insulation, Tape, Cleaner	\$ 58.92
MENARDS - BLAINE	Anchor Bolts/Drill Bit: LS 24	\$ 60.94
MENARDS - BLAINE	Salt pellets, Hornet Spray	\$ 77.62
MENARDS - BLAINE	Supplies for bike rodeo	\$ 81.26
MENARDS - BLAINE	Meter flushing repair parts	\$ 111.61
MENARDS - BLAINE	WTP 4 Supplies	\$ 122.89
MENARDS - BLAINE	Batteries for Patrol Operations	\$ 127.89

MENARDS - BLAINE	WTP 4; Concrete sealer/tray	\$ 132.82
MENARDS - BLAINE	Aquatore Bandshell shelving	\$ 159.98
METRO SALES INCORPORATED	Ricoh IM C3510 Copier	\$ 9,434.00
MICKMAN BROTHERS INC	Irrigation Repairs - West Lake park	\$ 1,761.31
MINNESOTA RURAL WATER ASSOCIATION	Wastewater Certificate Course	\$ 2,100.00
MINNESOTA RUSCO INC	Permit Refund B24-02725	\$ 61.00
NORTHLAND CAPITAL EQUIP	Fitness Equipment Lease	\$ 832.43
OPSAHL-MITCHELL WANDA KAY	facepainting for Worldfest	\$ 245.00
O'REILLY AUTOMOTIVE INC	Air Filter	\$ 17.30
O'REILLY AUTOMOTIVE INC	Fuel filers, Air Filter	\$ 88.65
O'REILLY AUTOMOTIVE INC	Pan Gasket/Seal; 5234	\$ 159.69
O'REILLY AUTOMOTIVE INC	Stock Filters; PW	\$ 223.19
O'REILLY AUTOMOTIVE INC	Bracketed cal; 5275	\$ 224.56
PAFFY'S PEST CONTROL INC	PW - Monthly pest control	\$ 134.00
PAR CATERERS LLC	3M Open Catering - Event #R00559	\$ 441.17
PETERSON COMPANIES INC	River Rock for Lochness Pier	\$ 1,876.00
PITNEY BOWES INC	Postage Machine Meter Rental Qtly	\$ 499.75
RINK SYSTEMS INC	Dasherboard Systems for LAC	\$ 100,000.00
SAM'S CLUB/SYNCHRONY BANK	Special Event Supplies	\$ 84.00
SAM'S CLUB/SYNCHRONY BANK	Concessions for Lakeside	\$ 137.98
SAM'S CLUB/SYNCHRONY BANK	Food for safety camp	\$ 362.58
SAM'S CLUB/SYNCHRONY BANK	food for bike rodeo	\$ 365.12
SAYLER HEATING & AIR	Refund Permit #B24-03143	\$ 76.00
SCHINDLER ELEVATOR CORP	CH elevator repair	\$ 741.63
SCHULTZ GARRY A	Home Improvement Grant	\$ 3,380.00
SHEFFIELD DYANN	Mileage/Meals at Training	\$ 281.03
SHORT ELLIOTT HENDRICKSON INC	Water Storage Tank Rehab	\$ 156.96
SIOUX SALES COMPANY	87 RDS holosun sights	\$ 25,660.65
SORENSEN CATHY	Training - refreshments/snacks	\$ 142.38
SORENSEN CATHY	Mileage/Staff Meals - Elections	\$ 162.94
SORENSEN KIMBERLY J	Home Improvement Grant	\$ 4,366.00
STATE OF MINNESOTA DEED	DEED Loan #CDAP-17-0064-H-FY18	\$ 1,568.24
STERICYCLE INC	July Shred	\$ 145.59
TOLL GAS & WELDING SUPPLY	Welding Bay Supplies	\$ 175.69
TRI-STATE BOBCAT INC	Brush knife; Storm	\$ 32.00
TUFAA GEBI AND DURETI	Sidewalk Easement - 173 89th Avenue	\$ 2,400.00
TWIN CITIES TRANSPORT	Towing Fees for 4461	\$ 150.00
UNITED STATES MECHANICAL INC	Business Appreciation event refund	\$ 380.00
US BANK	Fiscal Agent Fees - Bond 2016A	\$ 500.00
US BANK	Fiscal Agent Fees - Bond 2014A	\$ 550.00
US BANK	Fiscal Agent Fees - Bond 2018B	\$ 550.00
USA BLUEBOOK (#657220)	Sonosscopes/flow tester; water	\$ 388.03
VANG MICKIE	performance at WorldFest	\$ 1,200.00
VIKING ELECTRIC SUPPLY LLC	CH tools and hvac supplies	\$ 29.14

WSB & ASSOCIATES INC	AUAR Contract - Northtown	\$ 2,173.50
WSB & ASSOCIATES INC	2024 NW Area Street Reconstruction	\$ 23,729.00
XCEL ENERGY	Signal - Electric	\$ 65.68
XCEL ENERGY	Signal - Electric	\$ 67.79
ZIEGLER INC	Brake Kit; 1282	\$ 349.02
		\$ 444,892.31

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/07/2024 FOR PAYMENTS THE WEEK OF 09/13/2024**

Vendor Name	Description	Amount
WSB & ASSOCIATES INC	2024 NW Area Street Reconstruction	\$ 23,729.00
HAWKINS INC	Water Treatment Chemicals	\$ 24,548.95
SIOUX SALES COMPANY	87 RDS holosun sights	\$ 25,660.65
CRYSTEEL TRUCK EQUIPMENT	Build-up of F350-Water	\$ 36,064.73

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 10/07/2024 FOR PAYMENTS THE WEEK OF 09/20/2024**

Vendor Name	Description	Amount
3M OPEN	2024 3M Open WiFi-Giveaway	\$ 1,035.00
ACCESS	Data Storage	\$ 130.89
ADVANCED GRAPHIX INC	Repairs to Squad 5314	\$ 135.00
AMAZON CAPITAL SERVICES	Drawbar; 2425	\$ 339.98
ANOKA COUNTY TREASURY DEPARTMENT	POLLING PLACE CHANGE NOTICES	\$ 323.35
APPLE FORD WHITE BEAR LAKE	Engine/Brake repairs; 1202	\$ 4,636.86
ASPEN MILLS INC	clothing and uniforms	\$ 24.85
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 354.75
ASPEN MILLS INC	clothing and uniforms	\$ 46.95
ASPEN MILLS INC	clothing and uniforms	\$ 22.50
ASPEN MILLS INC	clothing and uniforms	\$ 79.95
ASPEN MILLS INC	clothing and uniforms	\$ 84.85
ASPEN MILLS INC	clothing and uniforms	\$ 22.50
ASPEN MILLS INC	clothing and uniforms	\$ 36.50
ASPEN MILLS INC	clothing and uniforms	\$ 129.90
ASPEN MILLS INC	clothing and uniforms	\$ 19.96
AXON ENTERPRISES INC	Squad camera systems	\$ 9,547.65
B & D PLUMBING HEATING & A/C	Permit Refund B24-04201	\$ 76.00
BARNUM COMPANIES INC	WTP 4 garage door maintenance	\$ 652.50
BARNUM COMPANIES INC	Tower 4 garage door repair	\$ 4,552.40
BARNUM COMPANIES INC	WTP 4 garage door repair	\$ 5,779.14
BARNUM COMPANIES INC	PD gate planned maintenance	\$ 280.00
BARR ENGINEERING COMPANY	Wellfield Management Plan Proposal	\$ 10,180.00
BATTERIES PLUS BULBS	MAYC floor cleaning machine batteries	\$ 879.90
BATTERIES PLUS BULBS	Misc batteries	\$ 83.35
BCI CONSTRUCTION INC	Aquatore Bandshell Construction	\$ 32,148.00
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 7,786.10
BLAINE BROTHERS INC	Lights/Cab Marker; 1226	\$ 14.83
BLAINE BROTHERS INC	Brake Repairs; 1281	\$ 1,187.87
BLAINE BROTHERS INC	Lights/Cab Marker; 1226	\$ 53.91
BLAINE LOCK & SAFE INC	Lock Removal/Install, 10549 Nassau St	\$ 321.50
BRAUN INTERTEC CORPORATION	2024 Please Creek Area St Impt	\$ 5,466.50
CARR'S TREE SERVICE INC	Tree Removal: public land	\$ 3,500.00
CARR'S TREE SERVICE INC	Tree Removal; 730 113 Ave	\$ 3,200.00
CARR'S TREE SERVICE INC	Tree/Debris Removal on Trail; 737 Territorial	\$ 2,100.00
CENTERPOINT ENERGY	Gas Services	\$ 303.85

CHINESE AMERICAN ASSOCIATION OF MN	performance at Worldfest- new amount	\$	500.00
CINTAS CORPORATION	CH Mats/Rugs	\$	205.47
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	498.90
CINTAS CORPORATION	MAYC - Mats/Rugs	\$	38.42
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	182.49
COMCAST	Internet for Public Wi-Fi	\$	282.89
COMCAST	Cable TV	\$	36.22
COMCAST	Internet and Television - MAYC	\$	69.59
COMMERCIAL PLUMBING & HEATING INC	Permit Refund B24-01087	\$	1,950.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau St - Electric	\$	14.50
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau St - Electric	\$	35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10603 Nassau St NE - Electric	\$	35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	2033 105th Ave NE - Electric	\$	58.15
CONNEXUS ENERGY-UTILITY PAYMENTS	2037 105th Ave NE - Electric	\$	109.55
CONNEXUS ENERGY-UTILITY PAYMENTS	4141 122nd Avenue NE	\$	19.21
CR MUSIC	DJ for Worldfest	\$	250.00
CREATIVE HOMES INC	Escrow Refund - 12760 Stutz Ct NE	\$	4,700.00
CREATIVE HOMES INC	Escrow Refund - 4809 127th Cir NE	\$	4,800.00
CREATIVE HOMES INC	Escrow Refund - 13220 Kissel St NE	\$	7,300.00
CREATIVE HOMES INC	Escrow Refund - 13229 Kissel St NE	\$	5,000.00
CREATIVE HOMES INC	Escrow Refund - 13237 Kissel St NE	\$	7,300.00
CREATIVE HOMES INC	Escrow Refund - 13126 Hupp St NE	\$	5,000.00
CREATIVE HOMES INC	Escrow Refund - 13137 Hupp St NE	\$	5,000.00
CREATIVE HOMES INC	Escrow Refund - 13157 Hupp St NE	\$	5,000.00
CYBER ADVISORS INC	Networking Assistance	\$	2,306.25
D R HORTON INC	Escrow Refund - 13045 Erskin St NE	\$	4,800.00
D R HORTON INC	Escrow Refund - 13026 Erskin St NE	\$	7,300.00
DAVE'S SPORT SHOP	Youth Sports Uniforms	\$	474.10
DRESEL CONTRACTING INC	HYDRANT METER DEPOSIT REFUND	\$	4,715.00
DRESEL CONTRACTING INC	HYDRANT METER DEPOSIT REFUND	\$	4,715.00
DWYER RICHARD LEE	Performance at Oktoberfest	\$	1,000.00
EB BLAINE DEVELOPMENT LLC	105th Redevelopment District	\$	476,855.73
ECKBERG LAMMERS PC	Prosecution Fees	\$	22,733.19
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees for July 2023	\$	4,000.00
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees for July 2023	\$	11,373.50
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees for July 2023	\$	3,687.00
ECM PUBLISHERS INC	2024 Public Hearing Notices	\$	86.00
EDWARDS ALAN	Softball Umpire Fees	\$	440.00
FACTORY MOTOR PARTS COMPANY	Rear Brake pads; PD Stock	\$	1,265.84
FACTORY MOTOR PARTS COMPANY	Oil Cooler Hose; 5234	\$	60.34
FACTORY MOTOR PARTS COMPANY	Battery for PW Stock	\$	591.84
FASTENAL COMPANY	Eye Nuts; Liftstations	\$	47.85
FERGUSON ENTERPRISES LLC #3325	Supplies for Water; pipe locator, Adapter	\$	331.78
FOLSTAD JENNIFER	Replacement Hanging Globe	\$	70.27

FRANKENSIGNS INC	PD locker nameplates	\$	32.00
FRIENDLY CHEVROLET INC	Brake Rotors; PD Stock	\$	135.04
FRIENDLY CHEVROLET INC	Brake Rotors; PD Stock	\$	135.04
FRIENDLY CHEVROLET INC	Seat belt; 5320	\$	15.99
GIMPL TAMMY	Kennel Services for August	\$	350.00
GOPHER STATE ONE CALL INC	Water & Sewer Locate Fees	\$	1,588.95
GRAINGER	Faucet sensor kits	\$	307.08
GRAINGER	ballast	\$	376.44
HAWKINS INC	Water Treatment Chemicals	\$	10,318.21
HOLIDAY COMPANIES	Car Washes - PD	\$	820.00
INSIGHT PUBLIC SECTOR INC	Azure Cloud Services - June 2024	\$	3,839.28
INSIGHT PUBLIC SECTOR INC	Azure Cloud Services - July 2024	\$	3,875.72
ISOM HARLAN G	Softball Umpire Fees	\$	268.00
ISOM HARLAN G	Softball Umpire Fees	\$	134.00
JUST-RITE FENCE INC	Aurelia Backstop Fence repair	\$	1,200.00
JUST-RITE FENCE INC	Little League Backstop Fence repair	\$	1,600.00
JUST-RITE FENCE INC	BBC Field 5 gate	\$	4,400.00
KREPSKY ASHLEY	Reimbursement for coffee at Safety camp	\$	69.48
LAMETTRY'S COLLISION INC	Repairs to squad 5314	\$	3,597.66
LANGUAGE LINE SERVICES INC	Language Translation/Interpretation Services	\$	425.36
LAWSON PRODUCTS INC	Mechanic Shop Supplies; Spray Bond	\$	18.86
LEAGUE OF MN CITIES	Elections Administrative Course	\$	15.00
LENNAR	Permit Refund B24-03059	\$	14,597.70
LENNAR	Escrow Refund - 11025 Okinawa St NE	\$	5,000.00
LIFE SAFETY SYSTEMS INC	Fire panel alarm monitoring system upgrade	\$	4,894.00
LIFE SAFETY SYSTEMS INC	Fire panel alarm monitoring system upgrade	\$	6,402.00
LIFE SAFETY SYSTEMS INC	Annual Monitoring - Cold storage	\$	325.00
LIFE SAFETY SYSTEMS INC	Annual monitoring - Fire station 5	\$	325.00
LIFE SAFETY SYSTEMS INC	WTP's Fire Monitoring	\$	325.00
LIFE SAFETY SYSTEMS INC	WTP's Fire Monitoring	\$	325.00
LIFE SAFETY SYSTEMS INC	WTP's Fire Monitoring	\$	325.00
LIFE SAFETY SYSTEMS INC	WTP's Fire Monitoring	\$	325.00
LIFE SAFETY SYSTEMS INC	Annual Monitoring Charge for LAC	\$	325.00
LOCKRIDGE GRINDAL NAUEN PLLP	State Lobbyist Services	\$	3,166.66
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$	10,094.10
MANAGED SERVICES INC	CH tp, towels	\$	573.19
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	924.00
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	538.80
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	153.62
MARTIN MARIETTA MATERIALS	Patching Material for Park Trails	\$	689.01
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	660.88
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	806.13
MENARDS - BLAINE	CH - Wasp killer, salt pellets	\$	50.06
MENARDS - BLAINE	MAYC - HVAC parts	\$	51.74

MENARDS - BLAINE	CH - Saw blades, clevis pin, button battery	\$	25.86
MENARDS - BLAINE	MAYC salt pellets	\$	119.40
MENARDS - BLAINE	Green Treated lumber/bit; Wetland Boardwalk	\$	113.59
MENARDS - BLAINE	Green Treated lumber	\$	43.08
MENARDS - BLAINE	MAYC cleaning supplies	\$	32.96
MENARDS - BLAINE	Parts for Dig Trailer	\$	62.91
MENARDS - BLAINE	Parts for Dig Trailer	\$	45.96
METROPOLITAN COUNCIL	MCES 2024 Wastewater Services	\$	456,606.67
METROPOLITAN COUNCIL	August 2024 SAC	\$	78,724.80
MIDWAY FORD COMPANY	Circuit; 4485	\$	73.04
MIDWAY FORD COMPANY	Mirror; 5324	\$	477.13
MIDWAY FORD COMPANY	B/O Wiper blades; PW Stock	\$	70.00
MIDWAY FORD COMPANY	Separator for 4505	\$	128.54
MIDWAY FORD COMPANY	Separator for 4505	\$	149.60
MIDWAY FORD COMPANY	Radiator; 5302	\$	227.55
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for Patrol Operations	\$	175.34
MINNESOTA DEPARTMENT OF HEALTH	STATE WATER TESTING FEE - JULY, AUG, SEPT 2024	\$	54,843.00
MINNESOTA EQUIPMENT - HAM LAKE	Recoil asm; Weed Whips	\$	25.15
MINNESOTA OCCUPATIONAL HEALTH	pre employment testing	\$	4,099.00
MINNESOTA VALLEY TESTING LABS #2778	Water testing at Lakeside Commons Park	\$	76.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$	531.50
MINUTE MAKER SECRETARIAL	Planning Commission Minutes	\$	206.50
MINUTE MAKER SECRETARIAL	NRCB MINUTES	\$	206.50
MINUTE MAKER SECRETARIAL	PARK BOARD MINUTES	\$	206.50
MN DEPT OF LABOR AND INDUSTRY	August 2024 State Surcharge	\$	7,960.57
MUNICIPAL BUILDERS INC	WTP #2 Preventative Maintenance	\$	33,166.88
NEOGOV	subscription fee for new hire integration	\$	2,220.41
NEW HORIZONS	Class for Janis Moore	\$	495.00
NORTH PINE AGGREGATE INC	Rubble removal; Cold Storage	\$	8,250.00
NORTH PINE AGGREGATE INC	Class 2 Rip Rap; Lochness	\$	2,438.10
NORTH PINE AGGREGATE INC	Rip Rap; Lochness	\$	2,847.20
NORTH PINE AGGREGATE INC	Class 2 Rip Rap; Lochness	\$	3,171.78
NORTH PINE AGGREGATE INC	Class 2 Rip Rap; Lochness	\$	3,185.88
NORTHERN SANITARY SUPPLY CO INC	Cleaner for Park Buildings	\$	277.60
NORTHERN SANITARY SUPPLY CO INC	MAYC liners, towels, tissue, soap	\$	644.14
NORTHWAY SPORTS	drive Belt; 5172	\$	79.99
O'REILLY AUTOMOTIVE INC	Filters/AC sealer; PW Stock	\$	5.15
O'REILLY AUTOMOTIVE INC	Filters/AC sealer; PW Stock	\$	424.71
PAFFY'S PEST CONTROL INC	CH - monthly pest control	\$	80.35
PAFFY'S PEST CONTROL INC	MAYC - Monthly pest control	\$	59.75
PETERSON COMPANIES INC	River Rock; Lochness Pier	\$	3,542.00
PHASOR ELECTRIC COMPANY	Street Light Repair; 95th/35W	\$	414.00
PINPOINT COMMUNITY DEVELOPMENT LLC	EDA RES 23-04, Southside Entertainment District	\$	224,000.00
PLAISTED COMPANIES INC	Black Dirt; PW/Sand, Class 5; Water	\$	1,326.08

PLAISTED COMPANIES INC	Black Dirt; PW/Sand, Class 5; Water	\$	2,852.97
PRECISE MRM LLC	2024 PW GPS Management; March-December	\$	1,480.00
PRO-TEC DESIGN INC	Cold storage pro watch service	\$	371.50
QC DANCE INC	Summer classes	\$	6,072.00
REMICK SUSAN	Home Improvement Grant	\$	7,500.00
RIDGEWAY & ASSOCIATES	Mental Wellness Program	\$	1,670.00
ROBINSON LANDSCAPING INC	Sod Restoration; Water Dept	\$	200.00
SALLYCAT MUSIC LLC	Performance for GB Leighton October Fest	\$	2,500.00
SOLDO CONSULTING PC	Legal Services	\$	9,025.00
ST CROIX RECREATION FUN	Playground parts	\$	1,239.03
STAR TRIBUNE	Publish Ad for Bids & PHN (I/P 24-50, 23-08, 23-06)	\$	159.58
STAR TRIBUNE	Tree Contract Advertisement	\$	127.98
STAR TRIBUNE	Tree Contract Advertisement	\$	127.98
STAR TRIBUNE	Publish Ad for Bids & PHN (I/P 24-50, 23-08, 23-06)	\$	230.68
STAR TRIBUNE	Publish Ad for Bids & PHN (I/P 24-50, 23-08, 23-06)	\$	230.68
STAR TRIBUNE	Publish Ad for Bids & PHN (I/P 24-50, 23-08, 23-06)	\$	176.96
STATE OF MINNESOTA DEED	DEED Loan # CDAP-23-0112-H-FY24	\$	3,619.05
STEPP MANUFACTURING CO INC	Filters. oil burner/nozzle; 1235-4	\$	135.00
STRACK CONSTRUCTION COMPANY INC	Permit Refund B23-02617	\$	4,824.00
TEMNEWO MUSSIE	Permit Refund B24-02429	\$	50.00
TKDA AND ASSOCIATES INC	TH65 Access Improvements	\$	36,208.36
VOLUNTEERS OF AMERICA	Van Drivers meals	\$	90.00
VOLUNTEERS OF AMERICA	MAYC Bus Driver Meals reimbursed for June	\$	85.00
WALTERS RECYCLING & REFUSE INC	Organics Collection	\$	150.00
WALTERS RECYCLING & REFUSE INC	Walters Refuse and Recycling Fees	\$	472,715.70
WHITE CAP LP	GeoGrid Matting; Lochness	\$	444.59
XCEL ENERGY	Siren - Electric	\$	9.82
XCEL ENERGY	Monument Lighting	\$	12.47
		\$	2,221,039.01

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/07/2024 FOR PAYMENTS THE WEEK OF 09/20/2024**

Vendor Name	Description	Amount
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,733.19
BCI CONSTRUCTION INC	Aquatore Bandshell Construction	\$ 32,148.00
MUNICIPAL BUILDERS INC	WTP #2 Preventative Maintenance	\$ 33,166.88
TKDA AND ASSOCIATES INC	TH65 Access Improvements	\$ 36,208.36



City of Blaine

City Council Workshop

September 9, 2024 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

In accordance with the provisions of Section 3.01 of the Blaine City Charter, a Council Workshop meeting is scheduled for the following purpose:

1. Call to Order

The meeting was called to order by Mayor Sanders at 5:30PM.

2. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Terra Fleming, Leslie Larson, Tom Newland, and Jess Robertson.

ABSENT: Councilmembers Chris Massoglia and Lori Saroya.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; City Attorney Lida Bannink; Community Development Director Erik Thorvig; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Director of Administrative Services Scott Johnson; Interim Safety Services Director/Fire Marshal Todd Miller; Senior Recreation Manager Jerome Krieger; Finance Analyst Nikki Beckers; Accountant Haley Chapman; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. New Business

- 3.1.** 2024-392 Closed Session Pursuant to MN Statute 13D.03 Subd. (1)(b) - Labor Negotiations Update
Sponsors: Scott Johnson, Director of Administrative Services

After motion and second, the council moved into a closed session pursuant to Minnesota State Statute 13D.03 Subd. (1)(b) to discuss labor negotiations.

- 3.2.** 2024-417 Closed Session Pursuant to MN Statute 13D.05(3)(c)(3) - 105th Avenue EDA/City Land Sales
Sponsors: Erik Thorvig, Community Development Director

After motion and second, the council moved into a closed session pursuant to Minnesota State Statute 13D.05 Subd. (3)(c)(3) to discuss land sales for the 105th Avenue Redevelopment District.

- 3.3.** 2024-403 105th Redevelopment Area Schedule of Actions
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated city staff provided an update to the city council at a workshop on August 19, 2024. The update outlined future actions by the City Council//EDA related to the 105th Avenue Redevelopment project. Based on recent discussions between the development teams, the schedule of actions has been further refined. He provided further information on how the abatement bonds were structured. Staff reviewed a detailed schedule of actions and a description of those actions which are anticipated to come before the City Council/EDA in September and October.

Mikaela Huot, Baker Tilly, summarized the financing for the project and provided further information on the parameters resolutions for the proposed bond sale.

Corey Burstad, Elevage Development, spoke further on the proposed project along with the financing. He then discussed the ground lease that was in place with MASC. He commented on the discussion he had with Councilmember Massoglia who noted he was interested in more mixed use opportunities within the development.

Councilmember Newland asked if there were benchmarks within the pro forma for the stadium that would be part of the master development agreement. Mr. Burstad described how the lease was structured, noting the lease was a lease to own. He explained he would have to fill the gap, if a gap were to occur.

Councilmember Newland questioned if increased building height would cause concerns from MAC. Mr. Burstad explained he would have to go through a formal approval process for building height with MAC. Mr. Thorvig reported there were no buildings proposed within the runway zone.

Councilmember Newland inquired how the sale of the bonds and the timing would be impacted by an interest rate drop. Mr. Burstad explained he was watching this closely and noted a drop in the interest rates could potentially help the development. He commented further on the demo that could be completed yet this winter noting roads would then be built next spring.

Councilmember Newland asked when the bonds would be sold. Ms. Huot anticipated this would occur on October 21.

Councilmember Robertson thanked staff, the developer and Ms. Huot for all of their efforts on this project.

Mayor Sanders agreed and stated it was very exciting to see the development at this point and beginning to really take shape.

3.4. 2024-348 2025-2029 Parks and Open Space Capital Improvement Plan
Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman, Senior Recreation Manager Jerome Krieger, and Accountant Haley Chapman discussed the proposed 2025-2029 Parks and Open Space CIP with the City Council for review and input. It was noted adjustments will be made to the CIP according to Council feedback, which will then be incorporated into the updated CIP and presented back to the Park Board and Natural Resources Conservation Board (NRCB) for review and recommendation.

Mayor Sanders asked what kind of fencing would be used on the baseball fields when replacements are made. Mr. Krieger stated he would be looking into netting along with fencing. He discussed how some outfield fencing was beginning to lean because the original concrete work was not dug deep enough for the posts.

Councilmember Larson commented on the poor condition of West Lake Trail. She asked how the City determined which trails would be addressed first. Mr. Krieger explained the City completed a PCI rating on all of its trails in order to determine the manner in which trails would be replaced. He discussed how he does the trail work in the fall in order to receive favorable bids from asphalt companies.

Further discussion ensued regarding park trail maintenance.

Councilmember Robertson asked that staff place wetland banking on a future workshop meeting for further discussion. She requested staff also provide council with further information on how much one mile of trail costs to replace. Director of Engineering Schluender stated he would investigate this further and would report back to the council.

Councilmember Larson asked if the tennis courts at Northpoint could be converted to pickleball. Mr. Krieger indicated he could look at painting additional lines, but noted there were people using those tennis courts.

Councilmember Fleming thanked staff for their foresight and for properly setting aside funds for park maintenance and improvements.

Councilmember Larson stated she has heard people asking for a community center or the addition of a gym onto the Mary Ann Young Center (MAYC). Mr. Krieger stated it would not be possible to add a gym onto MAYC at this point because the city did not have the funding.

Council consensus was to support the proposed capital plan as presented. Council also

requested further information regarding the cost of trails per mile to share with residents as talking points and a broader wetland banking workshop discussion.

3.5. 2024-372 2025-2029 Transportation Capital Improvement Plan
Sponsors: Jason Zimmerman, Finance Director

Mr. Schluender stated Public Works and Engineering staff have collaborated with the Finance Department to prepare the Five-Year Transportation Capital Improvement Program (CIP) for 2025-2029. The transportation program covers road preservation, road construction, and traffic signal preservation. The program is reevaluated annually and projects are programmed based on staff expertise, data including current pavement conditions, and Council guidance. Projects in the out-years (2026-2029) may be delayed, accelerated, or moved forward in priority based on regular budget and program discussions, emergent conditions, and other factors including economic pressures. Mr. Schluender, Mr. Zimmerman and Ms. Chapman reviewed the 2025-2029 Transportation CIP in further detail with the council and asked for comments or questions.

Council consensus was to support the proposed Transportation CIP.

3.6. 2024-368 2025 Facilities Operating Budget and 2025-2029 Facilities Capital Improvement Plan
Sponsors: Jason Zimmerman, Finance Director

Interim Safety Services Director/Fire Marshal Miller stated in 2019, as part of the City's efforts to stabilize its general levy and provide a mechanism for ensuring long-term funding for facility improvements, the City Council authorized the creation of an internal service fund to account for facilities management. Internal service funds are used to account for the financing of goods and services provided by one department or activity to other departments or activities of the government on a cost reimbursement basis. To fund the City's facilities, charges are assessed to each department based on the square footage used by each operation. The facilities accounted for and maintained in this fund are City Hall and attached garages, the Public Works Building, Public Works Cold Storage, the Police Training facility, the Mary Ann Young Center, and Fire Station #5. It's important to note this doesn't include park buildings or utility structures (well houses, treatment plants, lift stations).

Mr. Miller explained as the city facilities have been evaluated, a history of deferred maintenance has been identified. The facilities team is working towards remedying the impacts of deferred maintenance and performing regular preventative maintenance, but is struggling with resource constraints, inflationary costs, and a departmental chargeback system that has not yet caught up to the increased needs of the facilities program. The facilities fund has received several transfers from the General Fund since 2019 to provide the fund with working capital. The long-term goal is for this fund to be sustained through departmental charges; however, rightsizing the fees is a work in progress and will continue to require adjustments to fund both operating and capital needs.

Mr. Zimmerman discussed how all of the proposed facility improvements would be done

without bonding for funds. He asked if the Council had any strong feelings regarding the proposed projects.

Councilmember Fleming stated she would have to see where the budget was coming in before supporting the proposed projects. She indicated she may not be able to support renovations to the Council Chambers when taxes were going up for residents.

Councilmember Robertson agreed noting she may not be able to support upgrades or improvements to the Council Chambers at this time.

Councilmember Newland supported the City keeping up with maintenance such as painting. He suggested the projects be broken down into smaller pieces in order to make the projects more manageable.

Mayor Sanders indicated it will be very painful for the council in 2029 if no improvements were made to City Hall between now and that time. He suggested some improvements be made in 2027 or 2028, especially given how prices will only continue increase over time.

Councilmember Larson supported keeping the larger projects staggered over the next five years. Mr. Miller provided further comment on the replacement plan and how the projects were spread out over the coming years.

Councilmember Newland stated he understood some projects could not be broken down, such as a roof or parking lot replacement. He supported the city taking care of what it has while being disciplined in order to properly maintain its facilities.

Mayor Sanders thanked Mr. Miller for his detailed presentation on the city's facilities.

Council consensus was to support the proposed Facilities CIP.

4. Other Business

- 4.1.** 2024-418 Preliminary Tax Levy Follow-up
 Sponsors: Jason Zimmerman, Finance Director

Mr. Zimmerman provided the council with follow up information regarding the preliminary tax levy.

City Manager Wolfe reported the Public Works Expo would be held on September 17 and invited the council to attend.

5. Adjournment

The workshop was adjourned at 8:46PM.



City of Blaine

City Council Workshop

September 16, 2024 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

In accordance with the provisions of Section 3.01 of the Blaine City Charter, a Council Workshop meeting is scheduled for the following purpose:

1. Call to Order

The meeting was called to order by Mayor Sanders at 5:30PM.

2. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Terra Fleming, Leslie Larson, Chris Massoglia, Tom Newland, and Lori Saroya.

ABSENT: Councilmember Jess Robertson.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; City Planner Sheila Sellman; Police Captain Russ Clark; Director of Administrative Services Scott Johnson; Finance Director Jason Zimmerman; Assistant City Engineer Stefan Higgins; Accountant Haley Chapman; Fire Chief Dan Retka; Public Works Director Nick Fleishhacker; Deputy Public Works Director Jason Grode; Public Works Water Supervisor Kristian Gaasland; City Attorney Tom Loonan; and City Clerk Catherine Sorensen.

3. New Business

- 3.1. 2024-404** Reduced Pressure Zone(RPZ)/Pressure Vacuum Breaker(PVB) Regulations and Enforcement Information
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated in 2020, the Minnesota Plumbing Code was amended to require annual testing on Reduced Pressure Zone(RPZ) / Pressure Vacuum

Breaker(PVB) devices. These devices protect the public water supply from contamination by preventing private contaminated water from flowing back into the public water supply. RPZs are typically installed on commercial buildings and PVBs are typically installed for residential lawn irrigation systems. RPZ devices have had testing requirements for many years. New and existing RPZ devices must be tested annually. PVB devices installed after January 23, 2016, are now required to be tested annually. Testing of these devices must be completed by a licensed tester. Test results are required to be submitted to the City Building Inspections Department. If a device fails the test, it must either be repaired or replaced to comply with the plumbing code.

Mr. Thorvig explained the City of Blaine Building Inspections Department has been tracking test results internally since 2020. There are thousands of these types of devices within the city. Based on the volume of test results received, the department determined it was best to hire a third party to notify property owners of testing requirements and track test results. BSI, Inc. was hired in 2024 to manage this work. The contract amount with BSI was \$1,745. BSI has started to send notification letters to commercial property owners with RPZ devices informing them of the testing and submitting requirements. The 2020 Minnesota State Plumbing code had a greater impact on residential property owners. Residential property owners with a lawn irrigation system installed after January 23, 2016, must have an annual test of the PVB completed. Many homeowners are not aware of this requirement. Testing of these systems can range from \$200-\$400. The Building Inspections Department is planning to notify residential property owners of this requirement starting in 2025. Given the sensitivity of the issue, proper education and communication will be critical.

Mr. Thorvig reported enforcement of the testing requirements is sensitive. For commercial properties, testing requirements have been in place for many years and aren't unexpected. For residential property owners, many are likely not aware of the requirement, and it's likely residents will be upset when they learn that testing is required. Again, the purpose of testing these devices is to ensure the public water supply is safe. As such, it's critical that testing requirements are met by both commercial and residential property owners. City staff surveyed other cities to gauge how they are enforcing the new plumbing code requirements. In general, enforcement ranges from no action, fines or shutting off water services. The building official has strong opinions that strict enforcement is necessary in the event a device isn't tested and contamination of the water system occurs.

Mr. Thorvig commented in addition to private commercial and residential devices, the City of Blaine has many of these devices throughout the city. Public works staff is currently inventorying the number and location of these devices. City devices are also subject to testing. Fortunately, public works have certified staff that can complete the required testing. However, it's possible that city devices may not pass the required test and there is a cost to replace/repair these devices as this would need to be completed by a third party as public works staff are not certified rebuilders. At this time, staff isn't able to estimate what those costs may be and cannot be anticipated for 2025 budgeting purposes. There will likely be future discussions with council on the budget impacts. Staff requested feedback on how to manage enforcement and residential noncompliance.

Further discussion ensued regarding how other cities were managing their RPZ/PVB enforcement programs.

Councilmember Larson questioned how the City would know if a system was installed prior to 2016. Mr. Thorvig explained starting in 2017 a trap was required for irrigation systems. He indicated all systems after 2016 would now need to be inspected annually.

Councilmember Newland asked if commercial properties would be impacted in the same way. Mr. Thorvig stated all devices on commercial properties would have to be inspected.

Councilmember Fleming supported the City doing its due diligence by following this program properly in order to protect the City's water supply. She suggested warning letters be sent to residents and that those who fail to comply within a certain time period be fined. Mr. Thorvig reported the goal would be to bring the properties into compliance.

Councilmember Newland inquired if new homeowners were aware of this new program. Mr. Thorvig stated letters would be sent next year to new homeowners to softly make them aware of the new program.

Councilmember Larson stated she believed the \$200 to \$400 annual inspection fee was cumbersome and that new homeowners should be made aware of this new requirement within the State Plumbing Code. She discussed how newer neighborhoods would be more heavily impacted by this regulation change.

Councilmember Massoglia recommended the City communicate with residents and noted he was on the fence when it comes to enforcement.

Councilmember Newland supported the City having an educational campaign for these programs and noted he anticipates there will be push back from residents. He suggested information be sent to residents in 2025 because the irrigation season was winding down. Mr. Thorvig stated this was his thought as well. He explained he would provide the Council with an update in the new year with better data on the City's compliance rate.

3.2. 2024-373 2025-2029 Capital Equipment Plan and SBM Capital Equipment
Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman stated the Capital Equipment and Projects Fund is used to account for the City's general capital equipment and projects. Capitalized equipment and projects are defined as items over \$10,000 and with a useful life of more than one year. This includes most of the functions of the City, excluding facilities, utilities, and SBM Fire. In May, departments were provided instructions for submitting capital requests which were to be completed by July 1. Finance subsequently worked with departments to discuss submissions and prioritize 2025 requests. In November 2021, a consulting contract was awarded to Management Partners to conduct a Fleet Rightsizing Study. After working through draft reports with an internal team composed of staff from Finance, Public Works, and Safety Services, a final version was provided to the City Council at a May 2022 Workshop. The intent of the study was to evaluate the City's vehicle maintenance operation and develop a plan to make improvements to the program. While the study provided many recommendations and a fleet condition assessment rating system, it is only one factor in the process of determining vehicle replacement. The process that was followed to guide request

timing was reviewed. Staff provided further information on the City's fleet replacement plan along with additional information on the 2025-2029 CIP and SBM Capital Equipment Fund and requested comments or questions from the City Council.

Councilmember Newland asked if the Sterling trucks were being replaced. Mr. Zimmerman indicated these were being cycled out so the City was not in the position where it could no longer find parts.

Councilmember Newland questioned what happened to the City's old plow trucks. Mr. Zimmermann explained these were sold at auction.

Further discussion ensued regarding how difficult the State bidding process has become along with how increasing costs were impacting the need for equipment certificates.

Councilmember Massoglia indicated he liked the idea of levying more versus issuing more debt. He stated it appears the City will have unrestricted reserves in 2024 and asked how these funds could be used. Mr. Zimmerman reported the City's budgeting practices have become much more sophisticated and he was reliant on position vacancy savings. He discussed how the City was budgeting to a budget instead of a tax rate. He commented further on how the unrestricted reserves could be an option for the Council in the future or noted these funds could be directed somewhere else.

City Manager Wolfe recommended unrestricted reserves be directed to workers comp and liability insurance in order to improve the balances for these funds. She explained the City was relying on an unsteady source of revenue to fund equipment and she did not recommend the City go back to this funding model.

Mr. Zimmerman stated he appreciated this recommendation noting the workers comp fund was currently \$1.8 million in deficit.

Councilmember Massoglia stated he was of the opinion some of the IT asks were wants instead of needs. He discussed how quite a bit of heavy duty equipment was being replaced in 2025 and noted he would like to see Public Works purchases brought down slightly.

Councilmember Saroya indicated Public Works was the area where the Council received the most feedback or complaints from the public. She supported providing Public Works with the tools they needed to complete their work. She explained she trusted Public Works Director Fleischhacker's expertise when it comes to what is needed for the Public Works Department.

Councilmember Newland stated equipment was not getting less expensive. He believed the overall goal was to try and minimize the City's debt by putting money aside for future purchases. He stated it would take discipline to set this money aside and noted the lift would not get any easier if the Council were to postpone these items. He commented on how important it was for Public Works to have operational plow trucks during storms in the winter months. He did not believe it would be in the City's best interest to put band-aids on old pieces of equipment.

Councilmember Larson indicated she supported giving the Public Works Department what

they needed to do their job because that was the area where she was hearing the most complaints from residents. She stated perhaps the City Council should have hired a forester last year given how Emerald ash borer was impacting the City.

Councilmember Fleming commented she wanted the Council to be mindful of what is and isn't cut in the budget while also thinking through what the impacts would be on the residents.

Councilmember Massoglia indicated he would like to see \$300,000 in the IT budget taken off for the backup server and running fiber optics to the cold storage. He explained he would also like to see the \$2.3 million in Public Works asks be more aligned with the Police Department's requests.

Councilmember Fleming requested further information regarding the IT requests. Mr. Zimmerman stated these requests have been discussed and noted if the onsite server were to go down, the City would lose a great deal of information. He explained this was the reason a backup server was being requested. He indicated he could go back and see what the collective request could be from this department.

Ms. Wolfe said she would gently push back on the comparison between Public Works and Public Safety and explained the budget for Public Safety far exceeds Public Works. She indicated Public Safety staff costs more but Public Works equipment costs more and encouraged the Council to make fair comparisons between these two departments.

Fire Chief Retka reviewed the Spring Lake Park/Blaine/Mounds View (SBM) Capital Equipment Plan in detail with the Council, noting the upcoming vehicle purchases. He discussed how idle time impacted the department's fire trucks. He described how he was working to level expenses going forward. He explained the new dispatching model was assisting with the reduction in necessary equipment/vehicles.

Mayor Sanders encouraged the Council to continue to reach out to staff if there were questions or comments regarding the capital equipment plan and SBM capital equipment plan.

4. Other Business

None.

5. Adjournment

The workshop was adjourned at 6:58PM.



City of Blaine

City Council

September 16, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order by the Mayor

The meeting was called to order at 7:00PM by Mayor Sanders followed by the Pledge of Allegiance and the Roll Call.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Terra Fleming, Leslie Larson, Chris Massoglia, Tom Newland, Jess Robertson (participating remotely from Madden's On Gull Lake - Lobby at 11266 Pine Beach Peninsula, Brainerd, MN 56401) and Lori Saroya.

ABSENT: None.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; City Planner Sheila Sellman; Police Captain Russ Clark; Director of Administrative Services Scott Johnson; Finance Director Jason Zimmerman; Community Development Specialist Elizabeth Showalter; Assistant City Engineer Stefan Higgins; City Attorney Tom Loonan; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

None.

5. Communications

None.

6. Open Forum

Open Forum is an opportunity for the public to present an issue or concern to City Council. There is a maximum of fifteen minutes set aside for open forum. Each presentation should be limited to no more than three minutes. If your item needs follow-up from the City, staff will arrange for that follow-up and will contact you to let you know what is being done. Thank you for coming this evening.

Mayor Sanders opened the Open Forum at 7:04PM.

Gary Schutta, 3801 85th Avenue NE, shared concerns regarding Old Dominion's variance request and asked the City to submit a cease and desist order for trailers if and until a variance is approved. He discussed how changes have been made to Old Dominion's parking lot and noted the shift has impacted his property. He shared concerns with noise impacts and felt the City should have taken action a long time ago.

Dr. Roger Day, 9701 Xebec Street NE, shared continued concerns with a regulatory crime being committed by the State of Minnesota that was causing his practice to be unavailable to the community and provided a handout and clip from the governor and commented on his hope to rectify the situation.

Cindy, 12506 Duke Drive NE, expressed concern with how the Emerald ash borer was destroying the community's tree canopy. She recommended the City look into obtaining grants to address the problem. She said she has three large ash trees in her front yard that need to be treated. She discussed how the lack of water pressure was a concern to her given how the community was growing. She shared concerns with the recent shooting that occurred at the Northtown Mall and the amount of crime in the area. She suggested the federal government construct a veteran's clinic in the Northtown Mall area.

Ali Sudani, MAM Smoke Shop, 11724 Ulysses Street NE, described how the street reconstruction project was adversely impacting his business.

Joseph Hafinen, Park of Four Seasons, said he and fellow residents opposed the storm shelter ordinance amendment being proposed within the mobile home park. He explained he was also concerned with the lack of notification for this proposal.

There being no further input, Mayor Sanders closed the Open Forum at 7:20PM.

7. Adoption of Agenda

The agenda was adopted as presented.

8. Approval of Consent Agenda:

All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, that the following items on the Consent Agenda be approved.

Councilmember Newland noted he would be abstaining from the August 23, 2024, schedule of bills paid included in Item 8.1 due to a potential conflict of interest.

A roll call vote was taken. Motion adopted 6-0-1 (Councilmember Newland abstained).

- 8.1.** 2024-416 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director
- 8.2.** 2024-423 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk
- 8.3.** 2024-402 Repainting the Pickleball Courts at Austin Park
Sponsors: Jerome Krieger, Sr. Recreation Manager
- 8.4.** 2024-422 Approve Temporary Road Closure for Blaine Oktober Fest
Sponsors: Jerome Krieger, Sr. Recreation Manager
- 8.5.** RES 24-189 Approve Premise Permit for Lawful Gambling Activity for Blaine's Blazin 4th dba Blaine Festival at El Zocalco Restaurant, 12531 Central Avenue NE
Sponsors: Cathy Sorensen, City Clerk
- 8.6.** 2024-409 Reject bids for 2024 Tree Removal Contract
Sponsors: Nick Fleischhacker, Public Works Director
- 8.7.** RES 24-165 Resolution Authorizing the Transfer of Local Affordable Housing Aid to the Economic Development Authority
Sponsors: Elizabeth Showalter, Community Development Specialist
- 8.8.** 2024-412 Approve Purchases Made from the Public Safety Funds Associated With Updating the Police Department Patch and Badge
Sponsors: Brian Podany, Safety Services Manager/Police Chief

9. 7:00 PM - Public Hearing and Items Published for a Certain Time

9.1. RES 24-172 Resolution Adopting Assessment for the 2023 Northwest Area Street Reconstructions, Improvement Project No. 23-06
Sponsors: Daniel Schluender, Director of Engineering

Assistant City Engineer Higgins stated Improvement Project No. 23-06 was ordered by the City Council on January 4, 2023 with Resolution 23-04. A construction contract was awarded to Douglas-Kerr Underground, LLC by the City Council on April 17, 2023 with Resolution No. R-62-2023 and construction was completed in the Spring of 2024. The total project cost indicated in the Feasibility Report was \$4,666,580. The Assessment Roll has been prepared consistent with the Feasibility Report. Of the total cost, the amount to be assessed is \$656,288.21. The Public Utility Funds will contribute \$324,884.41 for water and sanitary sewer improvements, and Pavement Management Program funds will contribute \$2,850,941.53. Please note that the final costs came in under the estimated costs in the feasibility report and will be reflective in the final assessment amounts.

Mayor Sanders opened the public hearing at 7:23PM.

Mary Gorman, 708 131st Avenue NE, explained she understood the project was to include bituminous curb replacement as well as sod replacement. She understood she lived in a rural area but believed her area should be returned to the previous condition. She indicated she took pride in her property and asked that the City pay her the same respect. She said the project caused disruption to her irrigation system and rock was spread within her yard.

Mr. Higgins explained the rural section of 131st Avenue was not expected to have curb replaced because this is not generally used anymore because the product fails. He reported shoulders were installed instead. He commented the majority of the lawns along this section were not irrigated so the decision was made to replace the disturbed areas with seed instead of sod. He noted he could reach out to Ms. Gorman to talk about getting the sprinkler system fixed properly.

Thomas Gorman, 708 131st Avenue NE, expressed concerns with the lack of sod replacement as well as the lack of bituminous curbing. He noted he also had driveway elevation issues. He questioned why the letter that was sent from the City said one thing and then another thing was done.

Mr. Higgins reiterated there was no plan to put bituminous curbing in this area.

Mayor Sanders requested staff look at the literature that was sent to homeowners and address this matter further with the Gorman's.

Tom Porter, 12870 Polk Street NE, explained his street was widened and no speed limit signs were posted. He stated there were speeding cars in the area and requested the City post speed limit signs.

Cindy, 12506 Duke Drive NE, shared concerns regarding speeding cars in this area noting this roadway was now being used as a cut-through.

There being no additional public input, Mayor Sanders closed the public hearing at 7:34PM.

Moved by Councilmember Fleming, seconded by Councilmember Massoglia, to adopt a Resolution Adopting Assessment for the 2023 Northwest Area Street Reconstructions, Improvement Project No. 23-06.

Councilmember Massoglia thanked the residents who came out and offered feedback to the council and staff today. He stated he appreciated the fact this project came in under budget and was pleased Polk Street now had a sidewalk on one side. He recommended a speed limit sign or two be posted along Polk Street.

Councilmember Saroya indicated there was a lot of discussion about the quality of the work and this was concerning to her. She explained she would like to learn more about the selection process for the contractor. Mr. Higgins reported the City is statutorily obligated to follow a public bidding process then select the low bidder so long as they are a responsible contractor. He stated this contractor has completed up to standard work in the community previously.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

10. Development Business

- 10.1.** RES 24-160 Resolution Granting a Variance to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE. Old Dominion Freight Line (Case File No. 24-0046/EES)
Sponsors: Sheila Sellman, City Planner

City Planner Sellman stated the applicant is requesting a variance from the requirement that outdoor storage be limited to side and rear yards to allow for front yard storage of semi trailers. She explained this item was tabled at the September 4 City Council to allow staff to speak with the applicant further regarding their request. Staff commented further on the neighborhood meeting that was held between Old Dominion and surrounding property owners. The applicant is requesting this item be tabled to a date uncertain, no later than November 18, 2024 to allow for additional research into the sound barrier options and effectiveness.

Moved by Mayor Sanders, seconded by Councilmember Newland, to remove the item from the table.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

Councilmember Newland spoke about the need to bring this property into compliance with regard to regulations surrounding trailer parking during the pending application. He indicated it was his understanding the sound wall would not be constructed unless Old Dominion received the variance that allowed for parking in Areas A, B and C. He asked if there was any flexibility on Old Dominion's part to not be so rigid on the three parking areas. Ms. Sellman explained Old Dominion put it in writing that they would not construct the sound wall unless the variance was approved for the entire front area.

Councilmember Newland commented if the variance were denied, Old Dominion could continue to operate out of this space and no sound wall would be constructed. Ms. Sellman reported Old Dominion could continue to operate as a truck operation under their CUP but they would not be allowed to store trucks/trailers in the front yard.

Councilmember Newland expressed frustration with the fact Old Dominion was ignoring current CUP requirements and City Code. He asked if there was a way to enforce the City's standards in order to bring their parking into compliance. Ms. Sellman reported it was City policy that when there was an open code enforcement case that they have options and one of the options was to comply with City Code or to apply for a variance. She indicated Old Dominion has opted to request a variance, which allows them to continue to operate as they are because they have an open and active variance request. She explained the City Council could direct staff to enforce City Code.

Councilmember Newland supported the City requiring compliance with City Code for this property. He indicated he could not support a variance or an extension for this property unless it was brought into compliance. He wanted to see the property meeting the City halfway on this, especially given how the City has gone above and beyond for this business. City Attorney Loonan reported the parking in the front now is prohibited and there is a pending variance. He advised it has been the City's policy that if a property is not in compliance and they submit a variance application, that code enforcement waits to proceed with strict enforcement until Council has considered the variance. He discussed how taking no action at this time was not an option for the Council given the 60 day rule. He indicated the options before the Council with respect to the variance were to approve the variance with conditions, deny the variance, or table action with a deadline extension to a date uncertain.

Councilmember Newland stated he would like to see the situation resolved, even if this meant a 60 day extension were considered in order to tie a sound wall into the project to resolve the majority of the noise complaints. He commented he could support the extension in order to learn if the sound wall would address the noise concerns.

Councilmember Saroya indicated the sound wall was a good start, but noted there were also concerns regarding vibration, smell, and structural damage to nearby properties. She supported the sound wall being pursued but noted this would not resolve all of the issues. She explained she was concerned about delaying action on this because it would only escalate the existing issues. Ms. Sellman commented that these were matters the applicant could consider if action on the item were tabled to a future meeting.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to table consideration of the Variance request from Old Dominion to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE for sixty (60) days or no later than November 18, 2024.

Councilmember Massoglia was of the opinion the sound wall was a good start and supported letting this property owner do what they need to do on their property.

Councilmember Saroya indicated she would like to hear from the residents regarding the

proposed 60 day extension.

Mayor Sanders reported he heard Councilmember Saroya's comment, but at this time he would remain with Council procedures and not allow additional public comment after the public hearing.

Councilmember Saroya reiterated that she would like to hear from the residents.

Mayor Sanders allowed the public to come forward at this time.

Gary Schutta expressed frustrations with his property rights and the continuing noise concerns that were coming from the Old Dominion property. He stated for 20 years this business operated with no trucks and trailers in the front parking lot and now all of the sudden they have to park up front.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

10.2. ORD 24-2559 Second Reading

Ordinance Granting an Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules. Park of Four Seasons (Lakeshore Management) (Case File No. 23-0074/EES)

Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the proposed code amendment would modify the storm shelter requirement for manufactured home parks from one 810 square foot shelter for every 30 homes to four square feet of shelter space per resident of the manufactured home park, to be consistent with the Minnesota Administrative Rule governing manufactured home parks. Staff reported the Planning Commission reviewed this item on August 14, held a public hearing and recommended approval.

Moved by Councilmember Fleming, seconded by Councilmember Larson, to adopt the Second Reading of Ordinance No. 24-2559, Granting an Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules.

Councilmember Larson stated she supported the proposed ordinance amendment. She spoke to the need for more shelter space as required by the State of Minnesota.

A roll call vote was taken. Motion adopted unanimously.

10.3. RES 24-162 Resolution Approving a Preliminary Manufactured Home Park Plan to Add Eight Additional Lots in an Existing Manufactured Home Park at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)

Sponsors: Sheila Sellman, City Planner

Community Development Specialist Showalter stated the Park of Four Seasons is requesting a park plan amendment to allow for eight additional home lots. The applicant has demonstrated preliminary compliance with the park plan requirements, including lot dimensions, storm shelters and utilities, to be further detailed in the final park plan. Staff commented on the request further and reported the Planning Commission recommends approval with conditions.

Councilmember Robertson stated she appreciated the historical context that was provided by staff for this planning case. She indicated her inclination was to deny this request to expand the lots. She explained she did not support removing the only green space left within the park.

Councilmember Larson questioned if the City could require the shelter requirement without approving the eight new lots. Ms. Showalter explained without the park expanding, there is no basis to require the park to come up to code because it is considered a legal non-conforming use at this time.

Councilmember Larson stated while she wanted this property to have the additional storm shelter space, she did not support the mobile home community having no green space.

Councilmember Saroya questioned how long it would take a child to walk to a nearby park. Ms. Sellman indicated this was not something staff could predict.

Councilmember Saroya anticipated it would take 30 minutes for a child to walk one mile. She indicated she was in support of the mobile home community retaining its green space.

Councilmember Massoglia commented he saw the pros and cons of the request, noting approval of the request would ensure the storm shelter space was updated. He asked if the \$42,000 in park dedication fees would count if put towards park improvements within the mobile home community. Ms. Showalter commented there is not a lot of guidance on park dedication requirements, so there was some flexibility in what the Council could allow. She indicated the Council could approve a plan that includes an expenditure of that amount onsite.

Councilmember Massoglia stated a good compromise may be requiring the mobile home community to upgrade the shelter space and that improvements be made to the existing park on the property.

Moved by Councilmember Robertson, seconded by Councilmember Larson, to deny the preliminary manufactured home park plan with the findings that the City will not accept park dedication in lieu of providing the required park and recreation space onsite, and therefore the park and recreation requirement is not met to add Eight Additional Lots in an Existing Manufactured Home Park at 50 113th Avenue NE.

A roll call vote was taken. Motion adopted unanimously.

- 10.4. RES 24-171** Resolution Granting a One Year Extension to a Conditional Use Permit Amendment to Allow Two Single Family Lots and 28 Townhomes in a DF (Development Flex) Zoning District at 2741 and 2775 125th Avenue NE. Meadowland Estates West (Herbst Raich Investments, LLC) (Case File No. 23-0007/SAS)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the applicant is requesting a one year extension to a Conditional Use Permit (CUP) Amendment for development of 28 townhome units and retention of two single family homes. The applicant has been working with the DNR concerning the presence of rare species of plants within the proposed development.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to adopt a Resolution Granting a One Year Extension to a Conditional Use Permit Amendment to Allow Two Single Family Lots and 28 Townhomes in a DF (Development Flex) Zoning District at 2741 and 2775 125th Avenue NE.

Councilmember Saroya asked if this was the second extension for this project. Ms. Sellman reported this was the case.

Councilmember Saroya questioned how typical it was for developers to request two extensions for a project. Ms. Sellman commented the City has granted a couple of extensions in her time with the City.

Councilmember Saroya read an objection the City received regarding this project and the second extension request. She noted she would not be supporting this item.

Councilmember Robertson indicated she did not want to relitigate a project that was already approved. She commented the only matter before the Council to consider is the extension request, noting the delays were due to the DNR and watershed district. She explained there were rare plants in Blaine and noted different regulatory agencies move at a different pace than the City. She stated she would be supporting the extension request.

Councilmember Newland agreed the extension was merited. He noted this project was previously approved and the developer was asking to work around the unique challenges on this site with the DNR and watershed district.

Councilmember Massoglia indicated he supported the proposed extension, noting he originally supported the proposed development.

Councilmember Fleming stated she supported the extension as well, noting the DNR and watershed district were doing their job at this time.

Councilmember Larson explained she supported the proposed extension as well. She recalled only one other extension request coming before the City Council in the last year and a half. She reported the previous request was to allow the developer to have more time until interest rates to come down, while this request was to allow the developer to work through the approval process given the presence of rare species with the DNR and the

watershed district. For this reason, she supported the extension.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

10.5. ORD 24-2558 Second Reading

Ordinance Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

Sponsors: Erik Thorvig, Community Development Director

Director of Community Development Thorvig requested the council consider a rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) in order to be consistent with the Low Density/Medium Density (LDR/MDR) land use designation. It was noted the Planning Commission voted unanimously to approve the rezoning.

Moved by Councilmember Massoglia, seconded by Councilmember Newland, to adopt the Second Reading of Ordinance No. 24-2558, Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE.

A roll call vote was taken. Motion adopted unanimously.

10.6. ORD 24-2561 Second Reading

Ordinance Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

Sponsors: Erik Thorvig, Community Development Director

Mr. Thorvig requested the council consider a rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) in order to be consistent with the Low Density/Medium Density (LDR/MDR) land use designation. It was noted the Planning Commission voted unanimously to approve the rezoning.

Moved by Councilmember Fleming, seconded by Councilmember Massoglia, to adopt the Second Reading of Ordinance No. 24-2561, Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE.

A roll call vote was taken. Motion adopted unanimously.

10.7. ORD 24-2560 Second Reading

Ordinance Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses. City of Blaine (Case File No. 24-0047/SLK)

Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the proposed ordinance amendment adds ground mounted solar systems as accessory uses in the FR (Farm Residential) and RE (Residential Estate) zoning districts. Staff noted the Planning Commission voted unanimously to approve the code amendment.

Moved by Councilmember Larson, seconded by Councilmember Massoglia, to adopt the Second Reading of Ordinance No. 24-2560, Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses.

Councilmember Larson noted she brought this item to the city council at a workshop originally. She supported residents with farm residential property to have ground mounted solar.

A roll call vote was taken. Motion adopted unanimously.

10.8. RES 24-177 Resolution Amending the 105th Redevelopment Area Master Plan, Exhibit A.
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the applicant is requesting to amend the Master Plan, Exhibit A, to add commercial to the approved multi-family sites. Staff commented on the proposed changes in further detail with the Council and recommended approval.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to adopt a Resolution Amending the 105th Redevelopment Area Master Plan, Exhibit A.

A roll call vote was taken. Motion adopted 6-0-1 (Councilmember Saroya was absent for the vote).

10.9. ORD 24-2566 First Reading
Ordinance Approving Amendments to the City of Blaine Zoning Code
Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine
Development LLC (Case File No. 24-0054/SAS)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the developer is proposing ordinance amendments to reflect the approved master plan. The Planning Commission voted unanimously to approve the code amendments, with changes. The Planning Commission recommends keeping buildings over 50 feet as a conditional use, lighting over 20 feet as a conditional use, and parking ramp as a conditional use. One person spoke at the public hearing urging the Commission to keep requirements the same.

Declared by Mayor Sanders that Ordinance No. 24-2566, "Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD)," be introduced and placed on file for second reading at the

11. Administration

11.1. ORD 24-2563 Second Reading

Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally.

Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated council is asked to hold a second reading of an ordinance amending tobacco license types.

Moved by Councilmember Fleming, seconded by Councilmember Massoglia, to adopt the Second Reading of Ordinance No. 24-2563, Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally.

A roll call vote was taken. Motion adopted 6-0-1 (Councilmember Saroya was absent for the vote).

11.2. ORD 24-2564 Second Reading

Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33.

Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38. Kinds of Liquor Licenses.

Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to hold a second reading and adopt an ordinance amending off-sale liquor licenses to provide more flexibility for off-sale licenses in conjunction with grocery stores.

Moved by Councilmember Newland, seconded by Councilmember Larsson, to adopt the Second Reading of Ordinance No. 24-2562, Amending Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33. Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38. Kinds of Liquor Licenses.

A roll call vote was taken. Motion adopted unanimously.

11.3. ORD 24-2556 Second Reading

Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety

Sponsors: Brian Podany, Safety Services Manager/Police Chief

Police Captain Russ Clark stated first reading of this proposed ordinance was held on September 4. After discussion at the June workshop, council directed staff to bring forward the median safety ordinance for formal consideration. The ordinance is being proposed

due to concerns with pedestrians standing for long periods of time in the median of high traffic intersections within the city. The ordinance still allows for safe crossing of roadways but prohibits standing in the median for multiple light cycles. The proposed median safety ordinance arose out of police and resident concerns about pedestrians standing for long periods of time in the median of certain high-traffic intersections in the City of Blaine. There are several high-traffic, high-speed arterial roadways within the City that have been identified as potentially dangerous for pedestrians. Both residents and police have identified multiple intersections where this has been a problem and there have been repeated incidents at those locations. Pedestrians standing in high traffic roadway medians present an increased risk of being struck by a vehicle and impeding traffic flow. Feedback from officers who have responded to complaints about this problem note that those who partake in the action that have been requested to move to a position of greater safety have refused to do so as it is not prohibited by law.

Captain Clark explained the proposed median safety ordinance prohibits pedestrians from standing within the intersections identified in the ordinance for a duration longer than two crosswalk signals. It does not prohibit crossing as directed by traffic signals. It additionally prohibits motorists from stopping or standing in their vehicles to address pedestrians who are standing in medians. Concerns regarding targeting of certain activities such as panhandling have been raised. This ordinance does not restrict that or any other specific activity from occurring in other locations but does prohibit any activities in the center median in order to ensure safety and promote traffic flow and safety. This helps to ensure safety in preventing crashes and promoting efficient traffic movement consistent with semaphore cycles. Enforcement of the ordinance will begin with education and requests for movement from the prohibited activity. For continued or repeated violations, enforcement action will be an option. This item came before council in 2021 and summary information from the city attorney at that time regarding legal considerations of adopting a median safety ordinance. After review with the Director of Engineering the proposed ordinance has been revised from the version shared with council at the June workshop to include all arterial, reliever, and expander roads at intersections to better define the areas.

Moved by Councilmember Newland, seconded by Councilmember Larson, to adopt the Second Reading of Ordinance No. 24-2556, Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety.

A roll call vote was taken. Motion adopted unanimously.

11.4. RES 24-173 Resolution Approving the 105th Avenue Master Development Agreement
Sponsors: Erik Thorvig, Community Development Director

Mr. Thorvig stated in December 2022, the Blaine Economic Development Authority entered into a pre-development agreement with the 105th master developer, EB Blaine, LLC. The agreement identified three different pre-development phases and identified the need for a master development agreement to be entered into at some point in the future. The developer is anticipating beginning work on the overall project this fall, starting with infrastructure. Therefore, a master development agreement is necessary to be

executed. The master development agreement replaces the pre-development agreement. A master development agreement is intended to identify the roles and responsibilities of the city and developer and specific requirements related to the development, financing and property acquisition. Staff commented further on the articles within the Master Development Agreement and recommended approval.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to adopt a Resolution Approving the 105th Avenue Master Development Agreement.

Councilmember Saroya asked questions regarding park dedication fees, which totaled \$2.2 million, private investment, and the total project cost. Mikaela Huot, Baker Tilly, discussed the funding sources for this project in detail, noting the sources would total approximately \$36 million for the infrastructure, acquisition and demolition needed on the east and west side.

Councilmember Saroya requested further information on how the \$36 million would be broken down into expenditures. Ms. Huot reported this would provide \$2.2 million in park dedication, \$7 million in tax abatement, and up to \$29 million for tax increment and developer funding of \$11 million. She commented further on the actual developer costs noting there was also an interest carrying cost related to the financing.

Councilmember Saroya inquired if these numbers include the baseball stadium. Ms. Huot indicated the estimated project costs for acquisition, demolition and infrastructure for the entire site, with the stadium property included, but did not include the vertical development.

Councilmember Massoglia stated this was a momentous occasion. He thanked everyone who has been involved in bringing this creative project together in the City of Blaine.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

11.5. ORD 24-2565 First Reading

Ordinance Approving the Sale of 2043 105th Avenue NE

Sponsors: Erik Thorvig, Community Development Director

Mr. Thorvig stated the City of Blaine acquired the property at 2043 105th Avenue on August 9, 2024. The Blaine Economic Development Authority (EDA) has acquired property within the 105th Redevelopment Area dating back to 2016. However, due to the funding source, this purchase was made by the City of Blaine. The developer is seeking to acquire all property within the 105th Redevelopment Area owned by the City and EDA in October 2024 to facilitate private bank financing for infrastructure related to the redevelopment. The City of Blaine acquired the subject property for \$3,988,200. The methodology used to determine a purchase price was based on the price per square foot for existing industrial buildings/property. An appraisal, paid for by the City, was completed for the entire area to be acquired by the developer, including City and EDA property. The appraisal valued the land as vacant, commercial value. The appraisal identified a value of \$11 per square foot of land. The developer will be acquiring a total of 973,130 square feet of land. This equates to

an overall purchase price of \$10,704,430.

Mr. Thorvig reported a purchase agreement is currently being drafted that encompasses both the City and EDA owned property. The purchase agreement identifies a targeted closing date for the week of October 7, 2024. The buyer is Blaine Town Center East, LLC, which is the master developer. The total purchase price is \$10,704,430. The purchase price allows for the City to be reimbursed for the \$3,988,200 expenditure. Based on the closed session discussion by the City Council on September 9, 2024, certain components of the purchase agreement are being finalized. The City Charter identifies the process for the City to sell property. It states that city property shall only be sold by ordinance. As such, two readings are required. It was noted the EDA is scheduled to hold a public hearing and consider a resolution to sell property on September 16, 2024.

Declared by Mayor Sanders that Ordinance No. 24-2565, "Ordinance Approving the Sale of 2043 105th Avenue NE," be introduced and placed on file for second reading at the October 7, 2024 Council meeting.

- 11.6. RES 24-180** Resolution Authorizing the Sale of General Obligation Improvement and Equipment Bonds, Series 2024B, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman stated Council is requested to authorize the competitive negotiated sale of General Obligation Improvement and Equipment Bonds in order to finance various utility infrastructure activities, pavement management projects, and the acquisition of capital equipment, consistent with the 2024-2028 Capital Improvement Plan. It was noted the maximum par amount would be \$32,035,000 and would have a maximum interest rate of 4% with the final maturity date of February 1, 2040.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Authorizing the Sale of General Obligation Improvement and Equipment Bonds, Series 2024B, Subject to Certain Parameters.

Councilmember Massoglia asked what this bond sale was for. Mr. Zimmerman explained this bond sale was for existing City infrastructure, utility projects and equipment.

Councilmember Massoglia stated he was unaware of the fact the City was using this unique bonding strategy for both the 105th Avenue project and for the City's infrastructure, utility projects and equipment.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Massoglia opposed).

- 11.7. RES 24-181** Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

Mr. Zimmerman stated council is requested to authorize the competitive negotiated sale of

Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, in order to assist with financing eligible expenditures within the 105th Avenue Redevelopment Area. He explained temporary bonds are authorized by State law for a period of up to three years. It was noted the max par amount for this bond issuance is \$29,700,000 with a maximum interest rate of 4.75% and a final maturity date no later than three years from the date of issuance.

Mr. Thorvig provided further information regarding the history and vision for the 105th Avenue Redevelopment Project. He reviewed the properties that were included within the redevelopment project, noting the project was broken into an east and west side. He explained the Resolution before the Council was to issue bonds if and when certain parameters are met.

Mayor Sanders thanked staff for the thorough presentation on this item.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to adopt a Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, Subject to Certain Parameters.

Councilmember Saroya asked why there were two separate bond issuances for the same project. Mr. Thorvig explained the west side of the project had an abatement area and the east side had a TIF area, which then allows for the issuance of the two different kinds of bonds.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

11.8. RES 24-182 Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

Mr. Zimmerman stated council is requested to authorize the competitive negotiated sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, in order to assist with financing various infrastructure improvements within the West District of the 105th Avenue Redevelopment Area. It was noted the max par amount for this bond issuance is \$9,000,000 with a maximum interest rate of 4.75% and a final maturity date no later than three years from the date of issuance.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to adopt a Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, Subject to Certain Parameters.

Councilmember Massoglia stated it was his understanding the abatement area had not been selected for this bond issuance. He asked if the selection committee would be completing this task. Mr. Thorvig explained an action item would come before the City Council at the October 7th meeting addressing this matter.

Councilmember Saroya requested further information regarding the City's liability when it

came to these bonds. Mr. Thorvig reported all of these are General Obligation Bonds so if the structured funding sources do not come to fruition, then a levy would be placed on taxpayers. Mr. Zimmerman explained if the developer fails to fulfill their end of the bargain, the City would use the proceeds in hand to pay off the bond at the three year window. He commented further on how the temporary nature of this bond issuance protects the City.

Councilmember Saroya questioned if it would be better for the City to work with a developer that has done a project of this size before and could self-fund the expenditures. Mr. Thorvig stated this was a policy decision for the Council. However, he noted a project of this scale would require some level of City assistance.

Councilmember Saroya believed that the City was doing a lot of handholding when it came to this project. She commented she was not against the sports entertainment district because she believed it could be good for Blaine, but she had concerns with the amount of assistance that was being provided to the developer. She expressed further concerns with the RFP process, potential conflicts of interest, and concerns with the developer completing the project. She indicated she would be voting against this project.

Mayor Sanders recalled that each of the RFPs that were presented to the City Council included TIF requests. Mr. Thorvig reported this was the case. He reiterated that a project of this scope and scale would require developers to work with the City on some type of financing package.

Councilmember Massoglia indicated the City was working with a reputable developer and development team that have completed extremely large developments throughout the State and in metro area. He stated it was unfortunate that the comments made by Councilmember Saroya were false and noted there were no conflicts of interest. He explained he was discouraged by the fact Councilmember Saroya continues to spread misinformation.

Councilmember Larson stated she was not on the Council during the RFP process. She explained she was fortunate to come in during an exciting time and noted she trusted that the City Council and staff had done their due diligence when pursuing a development project with this developer.

Councilmember Newland reported looking over the past two years on how this project started from its concept to the plans that were now being approved, he believed it was remarkable to see how far the City has come. He stated he appreciated all the efforts of the developer and staff. He indicated he fully supported the requests before the Council.

Councilmember Saroya stated on May 20, 2024, the City Council received an email from an individual who asked questions about the developer. She was of the opinion that the City Council did not do their due diligence when it came to the developer. She reported this person expressed concerns about what would happen if this developer were to fail on this project, noting the financial burden would fall to the taxpayers. She indicated there were allegations that this developer had conducted Paycheck Protection Program (PPP) fraud during the pandemic.

Councilmember Massoglia called for a point of order. He explained these comments have

been brought up at previous meetings and did not have to do with the temporary tax abatement bonds that were being considered at this time. He indicated Councilmember Saroya was continuing to disparage and speak negatively about the developer, who has been a great partner to the City for this project. He encouraged Councilmember Saroya to stay on topic and not disparage great City partners.

Councilmember Saroya believed it was relevant to bring the PPP fraud up at this time.

Mayor Sanders recommended accusations like this be brought to the developer directly and that they not be asked flagrantly at City meetings, given the fact the person who raised this concern may or may not have factual information.

Councilmember Saroya indicated she would be voting against this item.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

11.9. RES 24-183 Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

Mr. Zimmerman stated Council is requested to authorize the competitive negotiated sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, in order to assist with financing the construction of a multipurpose event stadium within the 105th Avenue Redevelopment Area. It was noted the max par amount for this bond issuance is \$38,500,000 with a maximum interest rate of 4.75% and a final maturity date no later than three years from the date of issuance.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, Subject to Certain Parameters.

A roll call vote was taken. Motion adopted 6-1 (Councilmember Saroya opposed).

11.10. RES 24-184 Resolution Adopting the Proposed 2025 City Property Tax Levy and Establishing the Date for the Truth-in-Taxation Meeting
Sponsors: Jason Zimmerman, Finance Director

Mr. Zimmerman stated Minnesota Statute 275.065 requires the City to certify to the County Auditor the proposed property tax levy for taxes payable in the following year and establish the date for the Truth-in-Taxation meeting by September 30. He described how the median value homeowner would be impacted by the proposed property tax increase. Staff reviewed the budget highlights along with the proposed 2025 property tax levy in further detail with the Council and recommended approval.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Adopting the Proposed 2025 City Property Tax Levy and Establishing the Date for

the Truth-in-Taxation Meeting.

Councilmember Massoglia stated he would be voting against the preliminary levy due to the fact the City had a 14% increase last year and was proposing a 15% increase for this year. He was of the opinion there were other ways to level out spending. He indicated this would be the highest tax rate the City has ever had. He feared how Blaine taxpayers would be impacted, especially because Anoka County would be having increases as well.

Councilmember Saroya explained she would be voting against the preliminary tax levy as well because it is not the taxpayers' responsibility to deal with alleged mismanagement.

Councilmember Robertson reiterated that the preliminary tax levy was a starting point and the Council could continue to work to make cuts between through the end of the year. She indicated the proposed increases were due to public works and public safety expenditures. She understood that none of the Council were fans of increases but rather the entire Council was looking for ways to trim the budget. She believed it was defamatory to allege this budget and the proposed tax levy increase was due to mismanagement at City Hall.

A roll call vote was taken. Motion adopted 5-2 (Councilmembers Massoglia and Saroya opposed).

12. Other Business

None.

13. Adjournment

Moved by Councilmember Newland, seconded by Councilmember Larson, to adjourn the meeting at 9:52PM.

A roll call vote was taken. Motion adopted unanimously.



City of Blaine

City Council Workshop

September 30, 2024 | 4:05 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

In accordance with the provisions of Section 3.01 of the Blaine City Charter, a Council Workshop meeting is scheduled for the following purpose:

1. Call to Order

The meeting was called to order at 4:10PM by Mayor Sanders followed by Roll Call.

2. Roll Call

PRESENT: Mayor Sanders, Councilmembers Fleming, Larson, Massoglia, Newland, Robertson

ABSENT: Councilmember Saroya

ALSO PRESENT: City Manager Michelle Wolfe; Police Captain Mark Boerboom; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Director of Administrative Services Scott Johnson; Public Works Director Nick Fleischhacker; Deputy Public Works Director Jason Grode; Finance Analyst Nikki Beckers; Public Works Supervisor Matt Withrow; Accountant Haley Chapman; Public Works Supervisor Kristian Gaasland; and City Clerk Cathy Sorensen

3. New Business

- 3.1.** 2024-325 Charitable Gambling Introduction - 2025 Awards
Sponsors: Jason Zimmerman, Finance Director

Finance Analyst Nikki Beckers reviewed charitable gambling, coming back November 13 after scoring. Council suggested creating a policy regarding the process of grading/ranking and changing dollar amounts received in the past for their budgeting and for prioritizing.

- 3.2.** 2024-398 Communications Fund 2025 Budget
Sponsors: Jason Zimmerman, Finance Director

Ms. Beckers shared the 2025 communications fund budget. Discussion was held on the status of the possible merger.

- 3.3.** 2024-399 Internal Service Funds 2025 Budgets - Self Insurance, Workers' Compensation, and Compensated Absences

Sponsors: Jason Zimmerman, Finance Director

Accountant Haley Champman shared the internal service funds 2025 budgets for self insurance, workers' compensation, and compensated absences.

3.4. 2024-397 Refuse Fund 2025 Budget

Sponsors: Jason Zimmerman, Finance Director

Finance Director Jason Zimmerman shared the 2025 refuse fund budget in detail.

3.5. 2024-374 Utility Enterprise Funds 2025 Operating Budgets and 2025-2029 Capital Improvement Plans

Sponsors: Jason Zimmerman, Finance Director

Mr. Zimmerman shared the 2025 utility enterprise funds, operating budgets, and 2025-2029 Capital Improvement Plans in detail.

4. Other Business

None.

5. Adjournment

Mayor Sanders adjourned the meeting at 8:00PM.



City of Blaine

City Council

September 30, 2024 | 4:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order by the Mayor

The meeting was called to order at 4:04PM by Mayor Sanders followed by Roll Call.

2. Roll Call

PRESENT: Mayor Sanders, Councilmembers Fleming, Larson, Massoglia, Newland, Robertson

ABSENT: Councilmember Saroya

ALSO PRESENT: City Manager Michelle Wolfe; Police Captain Mark Boerboom; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Director of Administrative Services Scott Johnson; Public Works Director Nick Fleischhacker; Deputy Public Works Director Jason Grode; Finance Analyst Nikki Beckers; Accountant Haley Chapman; Public Works Supervisor Kristian Gaasland; and City Clerk Cathy Sorensen

3. Adoption of Agenda

The agenda was adopted as presented.

4. Administration

- 4.1.** RES 24-186 Resolution to Approve the 2025 DWI / Traffic Safety Officer Grant and Associated Budget Amendments

Sponsors: Brian Podany, Safety Services Manager/Police Chief

Police Captain Mark Boerboom shared a background report stating the resolution would allow the City to apply for the 2025 DWI/Traffic Safety Officer grant.

Councilmember Robertson confirmed this is an annual renewal of their grant and that approval would come before council each year. Councilmember Larson asked more about the role of the Traffic Safety Officer.

Motion by Councilmember Newland, second by Councilmember Robertson, to adopt Resolution 24-186 Approving the 2025 DWI/Traffic Safety Officer Grant and Associated Budget Amendments.

Motion adopted unanimously.

5. Adjournment

The Mayor adjourned the meeting at 4:09PM



City of Blaine Staff Report

File Number: 2024-166

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 8.3

Resolution Appointing Election Judges for the 2024 General Election

Executive Summary

Council is asked to appoint election judges to serve Blaine voters for the 2024 general election on November 5.

Background

Pursuant to Minnesota election law and city charter, council must appoint election judges and set salaries for the November 5, 2024, general election. Staff is also requesting authority to appoint election judges during the time preceding the election.

To date staff has recruited 337 individuals to serve as election judges. Statute and charter requires that election judges be appointed by the council at least 25 days prior to the election. Staff is requesting that council authorize the city clerk to make appointments and substitutions as necessary should the need arise in the 25 days prior to the election. Election law allows for emergency appointments on election day.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

Based on a survey of other cities within Anoka County, staff is proposing the 2024 election judge hourly salaries as follows:

- Head judges - \$15/hr
- Technology judges- \$14/hr
- Precinct/student judges -\$13/hr

Election judge pay has been appropriately budgeted for through the city clerk's budget in the general fund.

Public Outreach/Input

N/A

Staff Recommendation

Adopt the proposed resolution approving the appointment of election judges, authorize the City Clerk to appoint and assign election judges during the 25 days preceding the election if additions/substitutions are necessary, and approve the hourly salary for election judges as proposed. Canvass of election results will be included on a special one-item council meeting prior to workshop on November 13.

Attachment List

1. Election Judge Board Report



City of Blaine

Signature Copy

Resolution:

Resolution Appointing Election Judges for the 2024 General Election

WHEREAS, the city council is required by Minnesota Statutes Section 204B.21, Sec. 2, and Chapter 4, Nominations and Elections, Section 4.05 of the City Charter, to officially approve the appointment of election judges; and

WHEREAS, the city council hereby adopts the judges listed on the judge board report, hereto attached, as the official election judges for the 2024 general election to be held on November 5, 2024; and

WHEREAS, the persons selected to serve meet all requirements of Minnesota statutes and city administrative policy and have been trained and certified pursuant to law.

WHEREAS, the city clerk is hereby authorized to appoint and assign election judges during the 25 days preceding the election if additions or substitutions are necessary to fill vacancies and meet party balances, provided all persons appointed meet all requirements of Minnesota statute and administrative policy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine that the names listed on the judge board report, hereto attached, are the official election judges for the City of Blaine 2024 general election.

PASSED by the City Council of the City of Blaine this 7th day of October, 2024.

Poll Worker Report, 2024 Statewide Election

General Election, Tuesday, November 5, 2024

Blaine W-1 P-1

Christ Lutheran Church, 641 89th AVE NE, Blaine, MN 55434

Lisa Anderson, Head Judge
Martha Matern, Head Judge
Stephanie Ament, Technology Judge
Mark Olson, Technology Judge
Nathan Gaede, Election Judge
Robin Jones, Election Judge
Emily Keymon, Election Judge
Rosemary Lowe, Election Judge
Yasmin Odowa, Election Judge
Cletius Puhmann, Election Judge
Margaret Roslik, Election Judge
Diane Shallue, Election Judge

Blaine W-1 P-2

University Avenue Elementary School, 9901 University AVE NE, Blaine, MN 55434

Orville Lindquist, Head Judge
John Morency, Head Judge
Linda Anderson, Election Judge
Sandra Connor, Election Judge
Shila Desai, Election Judge
Orlin Lewis, Election Judge
Robert Lowe, Election Judge
Linda McGowan, Election Judge
Robert Meyer, Election Judge
Betty Ann Miller, Election Judge
Leanne Peterson, Election Judge
Kristen Roth, Election Judge
Myrna Thomas, Election Judge

Blaine W-1 P-3

King of Glory Church, 10103 University AVE NE, Blaine, MN 55434

Marna McComb, Head Judge
Terry Wold, Head Judge
Wayne Jacobson, Technology Judge
Sara Preus, Technology Judge
Marie Jeanne Embolo Abena, Election Judge
Jeanne Jakel, Election Judge
Jessica Jorgensen, Election Judge
Lorinda Kies, Election Judge
Ronda Mulder, Election Judge
Deborah Perry, Election Judge
Melanie Persellin, Election Judge
Karen Schueller, Election Judge
Egan Gameda, Student Judge

Blaine W-1 P-4

Madison Elementary School, 650 Territorial RD NE, Blaine, MN 55434

Dana Jaques, Head Judge
Mary Loberg, Head Judge
Deepak Gopalakrishnan, Technology Judge
Bruce Anderson, Election Judge
Ronald Bloomgren, Election Judge

Poll Worker Report, 2024 Statewide Election

Donna Clark, Election Judge
Joni Dustin, Election Judge
Susan Langenbrunner, Election Judge
Don Lundholm, Election Judge
Brad Merker, Election Judge
Colleen Meyers, Election Judge
Zafar Siddiqui, Election Judge
Jennette Spader, Election Judge

Blaine W-1 P-5

Hope Church, 1264 109th AVE NE, Blaine, MN 55434

Linda Myhre, Head Judge
Frances Sorensen, Head Judge
Melissa Robinson, Technology Judge
Carl Draack, Election Judge
Megan Everhart, Election Judge
Chad Heemstra, Election Judge
Angela Koehler, Election Judge
Jacqueline Lundemo, Election Judge
Pamela Madrid, Election Judge
Jane Oksnevad, Election Judge
Nancy Stutzman, Election Judge
Jim Tauer, Election Judge

Blaine W-1 P-6

Mary Ann Young Center, 9150 Central AVE NE, Blaine, MN 55434

Milton Massaquoi, Head Judge
Joseph Adler, Election Judge
Alissa Bigelow, Election Judge
Terry Copeland, Election Judge
Jennifer Eng, Election Judge
Victoria Gartner, Election Judge
Shamina Hildreth, Election Judge
Pamela Klemz, Election Judge
Kimberly Liedman, Election Judge
Carla Madeux, Election Judge
Jason Nguyen, Election Judge
Charlene Patton, Election Judge

Blaine W-1 P-7

St. Tim's Hospitality Center, 707 89th AVE NE, Blaine, MN 55434

John Hatinen, Head Judge
Rosemary Hinsverk, Election Judge
Charlene Luppino, Election Judge
Michael Mullen, Election Judge
Roger Palmquist, Election Judge
Rita Pfeiffer, Election Judge
Jeff Rosenberg, Election Judge
Wendy Sanders, Election Judge
Kelly Steinwand, Election Judge
Michael Treppa, Election Judge
Debra Whyte, Election Judge
Jayden Unterberger, Student Judge

Blaine W-1 P-8

National Sports Center - The Welcome Center "A", 1750 105th AVE NE, Blaine, MN 55449

Poll Worker Report, 2024 Statewide Election

Scott Himmer, Head Judge
Trace Ludewig, Head Judge
Mohamed Ahmed, Election Judge
Janine Barrett Hanson, Election Judge
Jennifer Folstad, Election Judge
Jeff Gable, Election Judge
Larry Mickelson, Election Judge
Shirley Roehl, Election Judge
Meredith Sykora, Election Judge
Sheri Tarr, Election Judge
Rena Torborg, Election Judge
Sophia Smith, Student Judge

Blaine W-1 P-9

Our Savior's Lutheran Church, 9185 Lexington AVE, Circle Pines, MN 55014

Alexandra Hinsverk, Head Judge
Deby Mullen, Head Judge
Kristen Genet, Election Judge
Joey Hunter, Election Judge
Carol Jacobs, Election Judge
Leila Larson, Election Judge
Lance Lavandowska, Election Judge
Bethany McCulloch, Election Judge
Susan Wittkop, Election Judge
David Anderson, Student Judge

Blaine W-2 P-1

Jefferson Elementary School, 11331 Jefferson ST NE, Blaine, MN 55434

Stephen Ledwith, Head Judge
Rebecca Shaw, Head Judge
Lori Balma, Election Judge
Nicholas Carlberg, Election Judge
Mary Haines, Election Judge
Karol Herr, Election Judge
Jean King, Election Judge
Robert J. Moffitt, Election Judge
Devin Nelson, Election Judge
Roxanne Ricci, Election Judge
Dawn Suiter, Election Judge
Hilary Wright, Election Judge

Blaine W-2 P-2

Blaine United Methodist Church, 621 115th AVE NE, Blaine, MN 55434

Justin Ernst, Head Judge
Shannon McLean, Head Judge
Carol Collins, Election Judge
Mike Gilbert, Election Judge
Beverly Herkenratt, Election Judge
Victor Johnson, Election Judge
Rachel Kahler, Election Judge
Denise Liebrecht, Election Judge
Michael Ricci, Election Judge
Jane Sassenfeld, Election Judge
Patricia Schroedl, Election Judge
Joan Wacha, Election Judge

Blaine W-2 P-3

Poll Worker Report, 2024 Statewide Election

Artisan Church, 1105 117th AVE NE, Blaine, MN 55434

Steven Holm, Head Judge
Douglas Kurpiers, Head Judge
Karen Nelson, Head Judge
Rick Vanderstappen, Technology Judge
Susan Burk, Election Judge
Shari Frisk, Election Judge
Julie Hubbard, Election Judge
Robert Jacobson, Election Judge
Merry Krueger, Election Judge
William Milkes, Election Judge
Charles Moore, Election Judge
Shelly Olson, Election Judge
Jody Rehbein, Election Judge

Blaine W-2 P-4

National Sports Center-The Welcome Center "B", 1750 105th AVE NE, Blaine, MN 55449

Roderick Vold, Head Judge
Debra Engblom, Technology Judge
Janet Thompson, Technology Judge
Paul Harris, Election Judge
Scott Lund, Election Judge
Timothy Nordin, Election Judge
Kevin Palmer, Election Judge
John Shelerud, Election Judge
Carol Wasik, Election Judge
Jacob Sheck, Student Judge

Blaine W-2 P-5

Eagle Brook Church, 3603 95th Avenue NE, Blaine, MN 55449

Laura Ashmore, Head Judge
Tabetha Jo Finton, Head Judge
Donald Olson, Technology Judge
Gary Berg, Election Judge
Dale Bergstrom, Election Judge
Dennis Dirckx, Election Judge
Sharol Drake, Election Judge
Kathleen Hess, Election Judge
Kevin Hoepker, Election Judge
Cynthia Mueller, Election Judge
Jessica Nelson, Election Judge
Mike Wakumoto, Election Judge

Blaine W-2 P-6

Mark Stack Room, 10801 Town Square DR, Blaine, MN 55449

Aileen Craven, Head Judge
Stephanie Erickson, Head Judge
Patti Mogensen, Technology Judge
Kenneth Booker, Election Judge
Jean Brewster, Election Judge
Bruce Griebel, Election Judge
Joanne Klein, Election Judge
Cory Lange, Election Judge
Barbara Lind, Election Judge
Nicholas Moeller, Election Judge
Laura Perkins, Election Judge

Poll Worker Report, 2024 Statewide Election

Catherine Schmit, Election Judge

Blaine W-2 P-7

Bridgewood Community Church, 11670 Lexington AVE NE, Blaine, MN 55449

Juliane Kvalbein, Head Judge
Pamela Landers, Head Judge
Gary Blomster, Election Judge
Kathy Brodzinski, Election Judge
Julie Eibensteiner, Election Judge
Patricia Hoglund, Election Judge
Jessica Oftedahl, Election Judge
Shaun Olson, Election Judge
Michael Pivovar, Election Judge
Ruth Stephens, Election Judge
Kelly Urista, Election Judge
Joseph Wollack, Election Judge
Guoping Wu, Election Judge

Blaine W-2 P-8

Renovation Church, 12390 Fraizer St NE, Blaine, MN 55449

Lori Carbajal, Head Judge
Kathleen Kelly, Technology Judge
Kathy Boudlali, Election Judge
Carolynn Carleton, Election Judge
Jami Deluca, Election Judge
Richard Glasow, Election Judge
Christine Kendall, Election Judge
Caren Rennee-Markham, Election Judge
Elizabeth Sathers, Election Judge
Avis Soderstrom, Election Judge
Dennis Stephens, Election Judge
Rehema Onwonga, Student Judge

Blaine W-2 P-9

Performing Arts Center, 4757 North RD, Circle Pines, MN 55014

Kurt Kiffmeyer, Head Judge
Kim Olson, Head Judge
Nicole Aune, Election Judge
John Berget, Election Judge
Teresa Blossom, Election Judge
Dana Erickson, Election Judge
Beverly Finke, Election Judge
Debbie Gjerde, Election Judge
Henry Hanten, Election Judge
Robin Harris, Election Judge
Andrew Quinn, Election Judge
Diana Rockstad, Election Judge
Steven Smith, Election Judge
Eztlí Tallman, Student Judge

Blaine W-3 P-1

SBM Fire Station #3, 11920 Ulysses ST NE, Blaine, MN 55434

Daniel Bisila, Head Judge
Lynn Holter, Head Judge
Selma Fahnbulleh, Technology Judge
Lori Dow Akers, Election Judge

Poll Worker Report, 2024 Statewide Election

Michael Englehorn, Election Judge
Maia Gunderson, Election Judge
Mary Kloss, Election Judge
Philip Knoll, Election Judge
Thomas LaVaque, Election Judge
Frank Maixner, Election Judge
Barb Miazga, Election Judge
Jon Stellrecht, Election Judge
Constance Stone, Election Judge
Todd Thomas, Election Judge

Blaine W-3 P-2

Roosevelt Middle School, 650 125th AVE NE, Blaine, MN 55434

Benjamin Adair, Head Judge
Lollie Jensen, Technology Judge
Rayan Hassan, Election Judge
Catherine Houston, Election Judge
Sandra Jones, Election Judge
Robert Mattson, Election Judge
Janice Nuwash, Election Judge
Richard Nygard, Election Judge
Mary Sorenson, Election Judge
Andrew Westerberg, Election Judge
Isaac Yates, Election Judge
Alex Kuenzli, Student Judge

Blaine W-3 P-3

Way of the Lord Church, 804 131st AVE NE, Blaine, MN 55434

Thirupurasundari Krishnamurthy, Head Judge
Lilybeth Wilkins, Head Judge
Geraldine Buck, Technology Judge
Rochelle Cardinal, Election Judge
Elizabeth Jacobs-Pass, Election Judge
Bonnie Juskiewicz, Election Judge
Richard Lane, Election Judge
Vicki Mosher, Election Judge
David Murphy, Election Judge
Michael Padmore, Election Judge
Kristin Pedrow, Election Judge
Alice Percy, Election Judge
Lynn Radtke, Election Judge

Blaine W-3 P-4

Johnsville Elementary School, 991 125th AVE NE, Blaine, MN 55434

Eric Rehnberg, Head Judge
Karen Varian, Head Judge
Michael Clemson, Technology Judge
Carmen Whiting, Technology Judge
Wade Benson, Election Judge
Diane Bohlman, Election Judge
Thomas Cain, Election Judge
Abbigail Carbajal, Election Judge
Devin Gast, Election Judge
Ruth Lupa, Election Judge
Kern Mosher, Election Judge
Katharine Pattee-Fry, Election Judge

Poll Worker Report, 2024 Statewide Election

Darrell Rogers, Election Judge

Blaine W-3 P-5

Oak Park Community Church, 12050 Aberdeen ST NE, Blaine, MN 55449

William Pangburn, Head Judge
Carolyn Panning, Head Judge
Donald Strenge, Technology Judge
Laury Hall, Election Judge
Christina Katke, Election Judge
Abby Kjos, Election Judge
Laurie Lund, Election Judge
Lynda Lynch, Election Judge
Sandra Moinicken, Election Judge
Darryl Rangel, Election Judge
Anthony Schermann, Election Judge
Mary Selisker, Election Judge
Dale Tchida, Election Judge
Mia Swinarski, Student Judge

Blaine W-3 P-6

Chain of Lakes Church, 2650 125th Avenue NE, Blaine, MN 55449

Jacob Geiselhart, Head Judge
Timothy Hakko, Head Judge
Craig Schuster, Technology Judge
Melissa Brandjord, Election Judge
Georgia Degel, Election Judge
Pamela Graves, Election Judge
Michele Hansen, Election Judge
Linda Herman, Election Judge
Ron Letnes, Election Judge
Karen Marquardt, Election Judge
Wendy Pudlick, Election Judge
Andrew Youso, Election Judge
Mischa Heiden, Student Judge

Blaine W-3 P-7

MAS of Minnesota, 12175 Aberdeen Street NE, Blaine, MN 55449

Mark Quaas, Head Judge
Harlan Wells, Head Judge
Paul Jackson, Technology Judge
Paulette Orlicki, Technology Judge
William Binder, Election Judge
William Brandon, Election Judge
Marci Henry, Election Judge
Maren Johnson, Election Judge
Alan Maskey, Election Judge
Michael Mercier, Election Judge
James Myhrer, Election Judge
Albert Nyembwe, Election Judge
Brian Parent, Election Judge
Shriya Sunil, Election Judge

Blaine W-3 P-8

Sunrise Elementary School, 12576 Lever Street NE, Blaine, MN 55449

Steven Fortman, Head Judge
Richard Nordlund, Head Judge

Poll Worker Report, 2024 Statewide Election

Nancie Sorenson, Head Judge
Cal Strelau, Technology Judge
Amanda Van Buren, Technology Judge
Ike Akpojotor, Election Judge
Kenneth Anderson, Election Judge
Kimberly Fish, Election Judge
James Hoglund, Election Judge
Deborah Jacobson-Kelly, Election Judge
Ann Martin, Election Judge
Holly Mazon-Johnson, Election Judge
Iman Osman, Election Judge
Phyllis Otis, Election Judge
Tracy Rajala, Election Judge



City of Blaine

Staff Report

File Number: 2024-413

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Nick Fleischhacker, Public Works Director

Agenda Item # 8.4

Motion to Approve Bids for the Repair of the Roads due to Water Main Breaks at Yalta Street, Xebec Street and Burger King Parking Lot.

Executive Summary

The fall of 2023 the water division had 3 water main breaks at one time on Xebec and Yalta St. This spring there was a larger water main break at the Burger King parking lot.

Background

Xebec and Yalta roads were repaired in 2022 and were assessed in 2023. There was a water main break at 9867 Xebec St. and two breaks at 9875 and 9859 Yalta St. that damaged the road, sod, and spot curb. City staff temporarily patched this in late 2023 to have a better surface to plow for the winter. With the damage done to the base layer and it being freshly assessed, we want to repair the road to as close as possible to the condition it was after the road project.

In May 2024, there was a water main break in the parking lot by 12309 Aberdeen St, a Burger King location with a city water main crossing under the parking lot. This main break separated the layers of part of the parking lot.

Both repairs are beyond the capabilities of City Staff. Staff reached out to four contractors. Two did not reply. Park Construction and Douglas-Kerr Underground submitted bids. Park Construction was the low bid at \$69,162.75.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of infrastructure management by providing high-quality street surfaces.

Board/Commission Review

N/A

Financial Impact

The professional services budget within the water distribution operating fund has a balance of \$80,667.07 remaining as of September 27, 2024. The low bid was Park Construction for a total of \$69,162.75.

Public Outreach/Input

N/A

Staff Recommendation

By motion approve contract for Park Construction to repair various roads due to water main breaks.

Attachment List

1. Water Main Patch Repair Quote Results



City of Blaine

Signature Copy

Resolution:

Motion to Approve Bids for the Repair of the Roads due to Water Main Breaks at Yalta Street, Xebec Street and Burger King Parking Lot.

QUOTE RESULTS

SPOT PAVEMENT REPAIRS - WATER MAIN BREAKS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Park Construction		Douglas-Kerr Underground	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$ 10,700.00	\$ 10,700.00	\$ 13,366.00	\$ 13,366.00
2	TRAFFIC CONTROL	LS	1	\$ 2,160.00	\$ 2,160.00	\$ 2,752.00	\$ 2,752.00
3	REMOVE BITUMINOUS\ PAVEMENT	SY	826	\$ 8.50	\$ 7,021.00	\$ 4.90	\$ 4,047.40
4	SAWCUT BITUMINOUS PAVEMENT	LF	305	\$ 3.35	\$ 1,021.75	\$ 4.65	\$ 1,418.25
5	REMOVE CONC CURB & GUTTER (INCLUDES SAW CUTTING)	LF	67	\$ 16.50	\$ 1,105.50	\$ 10.40	\$ 696.80
6	COMMON EXCAVATION (CV) (P)	CY	95	\$ 50.20	\$ 4,769.00	\$ 74.20	\$ 7,049.00
7	CLASS 5 AGGREGATE BASE (CV)	CY	93	\$ 69.30	\$ 6,444.90	\$ 58.20	\$ 5,412.60
8	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TN	161	\$ 184.00	\$ 29,624.00	\$ 190.45	\$ 30,662.45
9	PATCH BIT DRIVEWAY - 2" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	SY	8	\$ 143.00	\$ 1,144.00	\$ 154.85	\$ 1,238.80
10	B618 CONC CURB & GUTTER	LF	67	\$ 64.80	\$ 4,341.60	\$ 90.85	\$ 6,086.95
11	SODDING, TYPE LAWN	SY	15	\$ 55.40	\$ 831.00	\$ 55.05	\$ 825.75
				TOTAL QUOTE:	\$69,162.75	TOTAL QUOTE:	\$73,556.00



City of Blaine Staff Report

File Number: RES 24-195

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Nick Fleischhacker, Public Works Director

Agenda Item # 8.5

Resolution Authorizing Interfund Transfers and Budget Amendments Related to the Facilities Project to Construct a Functional Office Space for the New Fleet Manager and Existing Fleet Staff.

Executive Summary

Resolution Authorizing Interfund Transfers and Associated Budget Amendments related to the Facilities project to construct a functional workspace for the new Fleet Manager and existing Fleet staff.

Background

The current office space used by the mechanic staff is insufficient for operations along with the addition of a new Fleet Manager position. The proposed Facilities project will include wall reconstruction, HVAC and electric, along with new paint, doors, office furniture and computer. The estimated project cost is \$34,950.

Strategic Plan Relationship

Functional work spaces align with the strategic priority of organizational health.

Board/Commission Review

None

Financial Impact

Funding for this Facilities construction project is proposed to come from the salary savings as a result of position vacancies within the General Fund Public Works Department. To facilitate the costs associated with this Facilities project, the included resolution calls for an interfund transfer and associated budget amendments. Facilities has estimated the project will cost \$34,950.

Public Outreach/Input

None

Staff Recommendation

Approve the resolution authorizing interfund transfers and associated budget amendments to facilitate the funding of the Facilities project to construct a workspace for the Fleet Manager and existing Fleet Staff.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 24-195

Resolution Authorizing Interfund Transfers and Budget Amendments Related to the Facilities Project to Construct a Functional Office Space for the New Fleet Manager and Existing Fleet Staff.

WHEREAS, the City Council of the City of Blaine ("City Council") has the authority to authorize transfers and budget amendments between accounting funds; and

WHEREAS, the office space located within the Fleet area in the Public Works building is insufficient for the new Fleet Manager and existing Fleet staff; and

WHEREAS, the Public Works Department has sufficient budgetary savings from vacant positions to finance the construction project; and

WHEREAS, the City Council desires to record all General Fund capital project transactions within the Capital Equipment Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Blaine hereby authorizes the following interfund transfer for the 2024 budget:

From Fund	To Fund	Purpose	Transfer Amount
101 – General Fund	416 – Facilities Capital Fund	Fund the construction of a workspace for the Fleet Manager within the Public Works building	\$34,950

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Blaine hereby authorizes the following revenue increases to the 2024 budget:

Fund/Account	Transfer Amount
Facilities Capital Fund - Transfer In 416.00.000-3911	\$34,950

BE IT FURTHER RESOLVED that the City Council of the City of Blaine hereby authorizes the following expenditure increases to the 2024 budget:

Fund/Account	Transfer Amount
General Fund - Finance - Transfer Out 101.50.530.536-4914	\$34,950

Facilities Capital Fund - Buildings & Structures 416.50.530.532-4530 (Project F2406)	\$34,950
---	----------

BE IT FURTHER RESOLVED that the City Council of the City of Blaine hereby authorizes the following expenditure decreases to the 2024 budget:

Fund/Account	Transfer Amount
General Fund - Finance - Salaries 101.50.530.536-4101	\$34,950

PASSED by the City Council of the City of Blaine this 7th day of October 2024.



City of Blaine Staff Report

File Number: 2024-428

Agenda Date

October 7, 2024

Status

In Control

City Council

File Type

Motion

Approval of Consent Agenda: - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 8.6

Motion to Approve Selling a Surplus of Previously Used Police Department Axon Taser Equipment

Executive Summary

The Police Department is seeking council approval to surplus and sell previously used Axon Taser7 Conducted Energy Weapons (CEWs). In the past, the equipment would be shipped back to Axon Enterprises for recycling and the police department would not receive any funds for the equipment. The Blaine Police Department has reached an agreement with the Fridley Police Department to sell them 50 previously used Axon Taser7 handles, 1,099 Axon Taser7 Cartridges, 65 Taser Holsters, and 50 Taser7 Batteries.

Background

The Police Department entered into a contract with Axon Enterprises in 2023 which supplied the police department with new Taser10 Conducted Energy Weapons (CEWs) as part of the Officer Safety Plan. As a result of receiving the new taser10's, the police department has a surplus of previously used Axon Taser7 Conducted Energy Weapons (CEWs). In the past, the equipment would be shipped back to Axon Enterprises for recycling and the police department would not receive any funds for the equipment. The Blaine Police Department has reached an agreement with the Fridley Police Department to sell them 50 previously used Axon Taser7 handles, 1,099 Axon Taser7 Cartridges, 65 Taser Holsters, and 50 Taser7 Batteries, for a total of \$37,500.

Strategic Plan Relationship

Board/Commission Review

Financial Impact

The city would receive a total of \$37,500 from the Fridley Police Department for the Axon Taser7 equipment.

Public Outreach/Input

Staff Recommendation

Attachment List

None



City of Blaine Staff Report

File Number: RES 24-191

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, City Planner

Agenda Item # 8.7

Resolution Adopting a Written Statement of Denial for the Preliminary Manufactured Home Park Plan for Park of Four Seasons at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)

Executive Summary

On September 16, 2024, the City Council denied a request by Park of Four Seasons for a park plan amendment via motion. This resolution adopts written findings for denial of the application as required by Minnesota Statute 15.99.

Background

Planning Commission Public Hearing	08/14/24
City Council (Preliminary Park Plan)	09/16/24
City Council (Adoption of Written Findings for Denial)	10/07/24
Action Deadline (60 Days)	08/10/24
Action Deadline (City Extended - 60 Days)	10/09/24

Staff report prepared by Elizabeth Showalter, Community Development Specialist

The Park of Four Seasons requested a Manufactured Home Park Plan amendment to allow for the creation of 8 new manufactured home lots. On September 16, 2024 the City Council denied the application based on the finding that the City does not accept park dedication in lieu of on site park and recreation space, and therefore the park and recreation requirement specified in 29.125 (r) of the zoning code is not met.

In accordance with Minnesota Statute 15.99, the City must adopt written findings for denial at the meeting following denial of a land use application. This resolution provides the written findings based on the discussion and motion for denial on September 16, 2024.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the park plan.

Financial Impact

Not applicable.

Public Outreach/Input

Notices are not required for findings of denial.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 24-191

Resolution Adopting a Written Statement of Denial for the Preliminary Manufactured Home Park Plan for Park of Four Seasons at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)

WHEREAS, an application has been filed by PFS MHC LLC, Case File No. 23-0074 for a preliminary manufactured home park plan; and

WHEREAS, said case involves the division of land described as follows:

THE S1/2 OF NW1/4 OF NW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

AND

THE SW1/4 OF NW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

AND

THE N1/2 OF NW1/4 OF SW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

AND

THE S1/2 OF NW1/4 OF SW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

WHEREAS, the Blaine Planning Commission has reviewed said case file on August 14, 2024; and

WHEREAS, the Blaine Planning Commission held a public hearing on August 14, 2024, and recommended approval regarding said manufactured home park plan with conditions; and

WHEREAS, the Blaine City Council reviewed said case on September 16, 2024 and denied the request via motion; and

WHEREAS, the preliminary park plan does not meet the requirements of section 29.120 of the Blaine Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a preliminary park plan per Section 29.127 (b) of the Zoning Code is hereby denied for Lakeshore Management, Park of Four Seasons, for the addition of eight new manufactured home lots with the following findings.

1. Approval of the Manufactured Home Park Plan would violate the park and recreation requirement specified in 29.125 (r) of the Zoning Code.

2. The City is not willing to accept park dedication in lieu of on site provision of park and recreation space for this manufactured home park because the City finds park dedication payment is not an adequate substitute for on site park and recreation space due to the following findings:
 - a. The limited access in and out of the park results in substantial distances between the proposed new home lots and the nearest city parks.
 - b. The shortest paved route between the southern expansion area and a city park is one mile.
 - c. There are no available sites to construct a public park that would meet the needs of residents within a reasonable distance and the park dedication fee calculated for the additional units would be inadequate to establish a new park.
 - d. The shortest paved route between the southern expansion area and a city park is 1 mile.
3. The proposed northern expansion area serves as unprogrammed recreation space and the proposed park plan does not provide mitigation for the loss of that unprogrammed recreation space.

PASSED by City Council of the City of Blaine this 7th day of October, 2024.



City of Blaine

Staff Report

File Number: 2024-443

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Ben Hayle, Communications Manager

Agenda Item # 8.8

Motion to Approve the 2025 North Metro Telecommunications Commission Budget

Executive Summary

The City Council is asked annually to approve the North Metro Telecommunications budget. This budget has been reviewed and recommended for approval by the North Metro Cable Commission and the North Metro Cable Commission Operations Committee.

Background

Blaine is a part of the seven city North Metro Cable Commission(NMTC). Each year the proposed budget for the NMTC, which operates North Metro TV, comes before the city council for approval. The budget is attached to the agenda item and shows no significant cost increases in 2025. The budget is supported by franchise fees and PEG fees collected from cable customers and does not receive any general taxpayer funding.

Through the NMTC, the City of Blaine receives an annual disbursement of funds that can be used for capital equipment needs related to the broadcast of city meetings. In 2025 the City of Blaine will receive approximately \$50,000. The NMTC budget also covers all the personnel costs associated with the broadcasting and streaming of all city meetings.

Strategic Plan Relationship

The North Metro Cable Commission and North Metro TV are an important partner in the collaboration and engagement strategic priority.

Board/Commission Review

This has been reviewed and recommended by the North Metro Cable Commission.

Financial Impact

The NMTC budget provides funding back to the City of Blaine for capital equipment needs related to the broadcasting of city meetings.

Public Outreach/Input

Public comment opportunity was at the North Metro Cable Commission meeting.

Staff Recommendation

By motion approve the attached 2025 North Metro Cable Commission budget.

Attachment List

1. NMTC 2025 Budget

2025 North Metro Telecommunications Commission

Budget

Talking Points

Overall Organizational Goals

- Support legislation that will update the community television funding model to better reflect current entertainment delivery trends.
- Develop educational services for internet service/devices/software usage.
- Apply for grants to fund broadband educational services.
- Grow commercial productions.
- Continue live and on-demand closed captioning.
- Continue to be responsive to cities communications needs.
- Maintain accessibility of all channels through live streaming, OTT channels, and video on demand services, 24-hours-a-day, on any device.
- Provide program playback, video transport, channel management services, video equipment maintenance and consulting services, internet streaming services for city channels, VOD libraries for meetings, meeting management software licenses and bookmarking services, program production and event coverage services, home-media transfer services, and public access to television production for our cities, schools and general public.

Estimated Fund Balance/Revenues/Expenses

- The beginning fund balances for 2025 are estimates based on previous allocations, planned spending for 2024, and estimated income.
- Estimated revenues include: Franchise fees, including the actual first quarter franchise fee payment, with anticipated reductions across quarters two through four. PEG fees based on estimated number of subscribers, throughout 2024, multiplied by the PEG fee, or by a percentage in a new franchise document. Other income includes dub fees, home movie transfers, drone, streaming and production services. Interest income is estimated conservatively based on the current market.
- Estimated expenditures include the operating expenses and capital expenses, production and office equipment, and the fee payment to the cities.
- The year end fund balances include:
 - The **Operating reserve** which is traditionally set at a minimum of 25% of the operating budget.
 - **Accrued vacation, sick and comp** time. The total value of owed vacation, sick, and comp time to employees.
 - The **capital equipment fund** is intended for emergency replacement of unplanned equipment failures.
 - The **vehicle replacement fund** is to cover the cost of a new fleet vehicle.

- The **building repair fund** is to cover major costs related to the building such as windows, roof, furnace, parking lot, AC replacement and painting, carpet replacement etc.
- The **franchise renewal fund** is a reserve fund for the NMTC's franchise renewal process. Franchise renewal can be very expensive, with the informal negotiation process historically costing around \$200,000 across the renewal period. Moving to a formal negotiation process is more expensive. These costs could include needs assessments, consulting, and legal fees. While there has been no recent action on franchise renewal, it could begin again at any time.

Budget

- The recommended operating budget for the organization totals \$1,444,040. This number is a \$23,430 increase over last year's operating budget. Increases were made to the personnel and administrative costs line items. The Operating budget includes a full-time executive director for the entire year.
- Budgeted capital purchases for 2025 are set at \$230,960. Budgeted capital items include a new remote production system, equipment contracts, closed captioning contracts, closed captioning charges, and microphones. The capital budget also includes routine computer/software upgrades, and software licenses, and \$100,000 in capital equipment support for cities.
- The overall 2025 capital budget is \$339,924 lower than the 2024 capital budget. \$230,266 of that decrease is attributed to the bond payoff.
- The overall 2025 budget is \$316,494 lower than the 2024 budget.

Closing Points

- North Metro TV provides a variety of valuable services to our member cities in a very cost effective manner. These services include:
 - Program playback and channel management.
 - Closed captioning.
 - Internet streaming of city meetings.
 - Bookmarking city meetings.
 - Podcasting city meetings.
 - Live streaming of city channels and community channels.
 - Provide city channels on Roku and AppleTV via NMTV app.
 - Video equipment repair, maintenance and consulting.
 - Drone services.
 - Video production services.
 - Meeting coverage and troubleshooting.
- The general public also benefits from the services of North Metro TV. These services include:
 - Educational opportunities.
 - Access to professional video production tools.
 - Home Movie transfer services.

- Varied and informative programming about their community, including high school sports, local news, and city meetings.
- Franchise renewal may move forward, and will have an impact on future budgets and goals.
- Future state and federal legislation could have an impact on future income sources.

North Metro Telecommunications Commission

2024 Budget Line-Item Supporting Information

Personnel

- The personnel line-item reflects the recommended market based step increases, along with a 3% COLA.
- Part-time staff includes sports and meeting coverage personnel. Employees in the part-time group are utilized when needed for a sports shoot or to cover a city meeting. Due to a recent change, many of them qualify for PERA. Neither category is eligible for health benefits. Payroll taxes apply.

Benefits

- The NMTC employee benefits package has been budgeted at \$1,400.00 per person/per month for 2025. This is \$50 more, per person/per month than was budgeted for 2024. The Member City benefits package average for 2024 is \$1,399.80.
- All indications are that the NMTC's contribution to PERA will remain at 7.5% in 2024.

Administrative Expenses

- Budgeted administrative expenses are \$700 less than 2024. There are no significant increases expected in any of these expenses.

Production Expenses

- Budgeted production expenses are \$800 more than in 2024. The need for DVDs, Blurays, and disc cases continues to decrease, partially as a result of electronic file transfers.
- The intern budget has been decreased by \$1,000.
- The vehicle fuel and maintenance budgets have increased by \$800.

Office Expenses

- Office expenses are budgeted at \$18,150 more than the 2024 level.
- Building maintenance includes the furnace/AC maintenance contract, lawn care, snow removal, carpet and window cleaning, fire inspection, and landscaping and building mechanical services.
- Building utilities include sewer, water, gas, and electric.
- Insurance includes all property, liability, crime, volunteer, vehicle, drone, and monument sign coverage.
- Office supply line-item includes all office supplies and maintenance contracts on printers and copiers.

- The Telephone/Internet/Web Hosting line-item increased by \$13,000, as fees and the need for service increases. This line item covers bandwidth which is required to transport signals from city hall. NMTV continues to pay a fee to house video-on-demand and streaming content on a remote server. This allows for unlimited simultaneous viewing, without a reduction in speed, or an inordinate amount of bandwidth for that purpose. The line-item also covers the wireless live transmission of sporting events and other field productions. The website maintenance contract, web hosting, telephone costs, license fees for our Roku and AppleTV apps, and the annual phone software upgrade are also included.
- Postage covers the cost of mailing dubs and equipment for contract maintenance, and other postage for the NMTC.
- Property tax is for the recycling assessment. In 2024, there was an unexpected street assessment fee in this line item.
- Building cleaning, trash, recycling, and hazardous material disposal/recycling was increased \$1,000 to better reflect recent actual costs.

Capital Expenditures

- The 2024 capital budget currently includes \$105,960 for production equipment, \$15,000 for office systems and software fees, \$10,000 for a fire suppression dry system upgrade, and \$100,000 for city capital expenses.
- The production equipment budget includes annual system contracts, including closed captioning, a master control server and router, a tripod and lens for the production truck, and a new remote production system that should reduce staff costs on sports events.
- Fees back to Cities are included as a capital cost. Once the franchise is renewed with Comcast, PEG fees could be restricted to capital costs. In such a case, any PEG fees used for operating costs would result in lower franchise fees. As such, PEG fees will be returned to cities for equipment upgrades and reserves.

Summary

- The recommended 2025 Operating budget is \$23,430 higher than the 2024 budget.
- Capital equipment expenditures are budgeted at \$105,960, which is \$39,542 less than the 2024 budget.
- The 2024 HD bond payment was the final payment and that bond has been paid off.
- It is recommended that fees returned to cities be included in capital expenditures in order to maximize fee payments in the future. This budget includes \$100,000 in fees for city capital expenditures and capital reserves.
- The overall 2025 budget, with an Executive Director hired at the maximum step is \$316,494 lower than the 2024 budget.

North Metro Telecommunications Commission
2025 FINANCIAL SUMMARY
Estimated Fund Balances/Revenues/Expenditures.

BEGINNING FUND BALANCES

Operating Reserve	\$354,153
Accrued Vac, Sick, Comp	\$120,000
Capital Equip. Fund	\$226,809
Vehicle Replacement Fund	\$45,000
Bldg Repair Reserve	\$200,000
Franchise Renewal Fund	\$200,000
Bond Reserve	\$0

TOTAL: \$1,145,962

ESTIMATED REVENUES

Franchise Fees	\$1,080,000
PEG Fees	\$500,000
Other Income	\$55,000
Interest Income	\$40,000
Income From Reserve Funds	\$0

TOTAL: \$1,675,000

ESTIMATED EXPENDITURES

Operating Expenses	\$1,444,040
Capital Expenses: Equipment/Bldg	\$130,960
Capital Expenses: Bond Payment	\$0
Capital Expenses: PEG Fees to Cities	\$100,000

TOTAL: \$1,675,000

YEAR END FUND BALANCES

		Increase(Decrease)
Operating Reserve	\$354,153	\$0
Accrued Vac, Sick, Comp	\$120,000	\$0
Capital Equip. Fund	\$226,809	\$0
Vehicle Replacement Fund	\$45,000	\$0
Bldg Repair Reserve	\$200,000	\$0
Franchise Renewal Fund	\$200,000	\$0
Bond Reserve	\$0	\$0

TOTAL: \$1,145,962 \$0

2025 North Metro Telecommunications Commission Budget

[illegible]

2025 North Metro Telecommunications Commission Budget

[illegible]

2025
North Metro Telecommunications Commission Budget

	2023 ACTUAL	2024		2025	NOTES
		Budget	April Act.		
CAPITAL EXPENDITURES					
Video Equipment	117,593	145,502	54,942	105,960	Master Control stream card, live streaming hardway
Computer/Office Equipment/Sftwre	17,437	38,116	29,996	15,000	office systems, software
To equipment reserve fund				0	
Vehicles	25,000	0	0	0	
Building Expenditures	23,320	7,000	1,700	10,000	
Bond Payment	229,375	230,266	230,266	0	HD Bond Payment
City Capital Expenditures	200,000	150,000	150,000	100,000	Equipment/Equipment Reserves
CAPITAL EXP. TOTAL:	612,725	570,884	466,904	230,960	
GRAND TOTAL:	1,834,144	1,991,494	933,846	1,675,000	

North Metro TV 2025 Recommended Equipment Budget

Master Control Service & Subscriptions

ID No.	Model No.	Make	Description	Qty	Cost	Total
2025-1	CBL-PLATINUM-4	Tightrope	4 I/O Platinum Support through Tightrope. Loaner, Night Support, Upgrade Assistance	1	4250	4250
2025-2	CBL-PLATINUM-ADDL	Tightrope	Tightrope Additional I/O Annual Software Maintenance Contract for Large Systems	8	550	4400
2025-3	CBL-REFLECT-BND	Tightrope	Cablecast Reflect Live Stream Server Subscription -	4	2800	11200
2025-4	CBL-CAPTIONING-500	Tightrope	500 Hour Block of Captioning	1	4000	4000
2025-5	CBL-CABLECAST-REN	Tightrope	Subscription Fee to maintain 1 Cablecast OTT channel	2	300	600
2025-6	CBL-ENCO-SUPPORT	Tightrope	Annual Support Contract for ENCO enCaption server & software	1	6500	6500
2025-7	CBL Equipment Years 4&5	Tightrope	Vio4+, VOD450, Vio Lite, 4 Vio Lite CGs Years 4&5 Coverage	1	8000	8000
2025-8	M-PREM-SUPP-1	Haivision	Premium Maintenance & Support 1-Year -Renew in November-	0	5000	0
2025-9	Ross Equipment Support	Ross	Ross Service Contract Quote 30330 - Both Carbonite's & 1 Xpression	0	18000	0
						38950

Master Control Equipment

ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-10	CBL-LIVE350	Tightrope	Live Streaming Video Server (Ch 14 & 15 Upgrade) (Move to 2026)	0	5000	0
2025-11	Master Control Upgrade	Imagine	Imagine Router & Master Control Upgrade to 2110 Capable Protocol	0	375000	0
2025-12	Livestream Card	Ross	Http Live Stream Card Replacement	0	8000	0
						0

Control Room/Studio A

ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-20	Tria Express 4-Channel	Ross	4 Output Playback Server replacing the Black Storm	0	30000	0
						0

Control Room/Studio B

ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-30						0
						0

Production Truck

ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-40	Tria Express 4-Channel	Ross	4 Output Playback Server replacing the Black Storm	0	30000	0
2025-41	4-Channel Mobile Encoder	Haivision	Haivision LiveU Type device with 4 SDI inputs over ip/cell cards	1	30000	30000
2025-42	Haivision Decoder	Haivision	Decoder for the 4-Channel Encoders	1	30000	30000
						60000

Sports Department

ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-45						0
						0

Public Access

ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-50						
						0

News Department						
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-60						
						0
Special Events						
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2025-70						
						0
Municipal Servies						
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2024-90			Various Small Equipment Replacements	1	500	500
						500
Tech Shop Equipment						
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2024-100			Cable Reels, Cable Ends, Small Tools, etc.....			3000
						3000
Various Small Items						
ID No.	Model No.	Make	Description			Total
2024-120	-	-	Small Item Budget			2500
						2500
Grand Total						104950.00

North Metro TV 2024 Computer Budget

ID No.	Model No.	Make	Description	Qty	Cost	Total
2025-201		PC	Michele Office Computer	1	2500	2500
2025-202		PC	Ted Office Computer	0	4000	0
2025-203		PC	Matt Office Computer	0	2500	0
2025-204		PC	Computer Replacement Parts	1	2000	2000
						4500

North Metro TV 2024 Software Budget

ID No.	Model No.	Make	Description	Qty	Cost	Total
2025-301	Adobe Suites	Adobe	Adobe Photoshop, Premiere, After Effects....etc (\$900/Month)	12	900	10800
2025-302	Office Products	Microsoft	Microsoft Office	1	2000	2000
2025-303	Gmail Accounts	Gmail	Google Gmail & Workspace Business Accounts (Monthly at \$211)	1	2532	2532
2025-304	Mac Drive	MacDrive	MacDrive Account for 4 Yearly Licenses	4	50	200
2025-305	RealVNC Pro	RealVNC	Remote VNC Connection to office computers (Yearly Subscription)	1	700	700
						16232



City of Blaine

Staff Report

File Number: RES 24-176

Agenda Date	Status
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October 7, 2024

In Control	File Type
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City Council

Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Sheila Sellman, City Planner

Agenda Item # 9.1

Resolution Granting a Conditional Use Permit to Allow Indoor Auto Sales and Minor Auto Repair in a Light Industrial (I-1) Zoning District at 9221 Davenport Street NE. Konstantine Ebralidze (Case File No. 24-0055/ACK)

Executive Summary

Request to allow indoor auto sales and minor auto repair in a Light Industrial (I-1) zoning district.

Background

Planning Commission Public Hearing	N/A
City Council (Conditional Use Permit)	10/07/24
Action Deadline	11/10/24

Staff report prepared by Alex Koberoski, Zoning Technician, and Teresa Barnes, Project Engineer

Evaluation of Request

Planning Analysis

The applicant is requesting a conditional use permit to operate indoor auto sales and minor auto repair within an existing multi-tenant building. The applicant proposes to store 7 vehicles in the showroom at a time. The vehicles will all be in working condition. The applicant is proposing to conduct minor auto repair as needed, including washing, detailing, stereo installation, and light brake work, which will all be completed in the showroom. The business is proposed to operate between the hours of 12PM to 4PM, Monday through Wednesday.

Zoning

The subject property is zoned Light Industrial (I-1) and is guided Light Industrial (LI) in the Comprehensive Plan.

Surrounding Zoning and Uses

The property is surrounded by Light Industrial (I-1) and Heavy Industrial (I-2) zoned properties. The property is located in an existing multi-tenant building with a mixture of manufacturing and repair uses.

Existing Conditions

The property consists of a multi-tenant building situated on approximately 3.14 acres.

History

There are no previous approvals for this property.

Site Plan

No site changes are proposed. The building was constructed in 1983 and all parking and site design requirements are met. The tenant intends to use the showroom indicated on the site plan to store vehicles and to conduct minor auto repair work, including painting, stereo installation, washing, polishing, and buffing. No outside storage is proposed.

Architecture

No building changes are proposed.

Engineering Analysis

Grading/Storm Drainage

The proposed project does not include any alterations to the existing grading or storm water drainage patterns on the property.

Utilities

The proposed development will utilize the existing utilities into the building. No new connections are proposed.

Standard water and sanitary sewer access charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.

Wetlands/Watershed/FEMA

There are no wetlands or FEMA flood plain on the existing site. A Coon Creek Watershed District review is not required.

Access/Street Design/Sidewalks/Trails

The development will utilize the existing access points to the existing parking area. No new access point will be granted. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

The developer will need to obtain any and all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

Conditional Use Permit

A city exercises "quasi-judicial" authority when considering a CUP application. This means the city's role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable. (Ord. No. 20-2447, 7-20-2020)

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
 - o The proposed use will not create an excessive burden on existing public facilities or utilities.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
 - o The proposed use is compatible with surrounding uses and will be compatible with the intended character of the I-1 zoning district.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - o No change in appearance is proposed from the current condition.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
 - o The proposed use is consistent with the intent of the zoning district to provide for the development of industrial uses ranging from small to large scale.
6. The use shall not be in conflict with the comprehensive plan of the City.
 - o The proposed use is consistent with the comprehensive plan.
7. The use will not cause traffic hazard or congestion.
 - o The proposed development will not result in any additional traffic hazards or additional congestion in the area.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
 - o The proposed project, once completed, will have the required utility services, adequate roads and necessary drainage facilities to service the proposed project.

Attachment List:

Zoning and Location Map

Narrative

Site Plan

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The public hearing is being held at the City Council meeting, therefore no review or recommendation was received from the Planning Commission. Conditional use permits for changes in commercial or industrial tenants not neighboring residential areas are often referred directly to the City Council to expedite the review process for the applicant.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments



City of Blaine

Signature Copy

Resolution: RES 24-176

Resolution Granting a Conditional Use Permit to Allow Indoor Auto Sales and Minor Auto Repair in a Light Industrial (I-1) Zoning District at 9221 Davenport Street NE. Konstantine Ebralidze (Case File No. 24-0055/ACK)

WHEREAS, an application has been filed by Konstantine Ebralidze as Conditional Use Permit Case File No.24-0055 for Indoor Auto Sales; and

WHEREAS, said case involves the property described as follows:

Lot 2 Block 1 CRAIG ADDITION

WHEREAS, the Blaine City Council held a public hearing on October 7, 2024, and recommended approval regarding said Conditional Use Permit; and

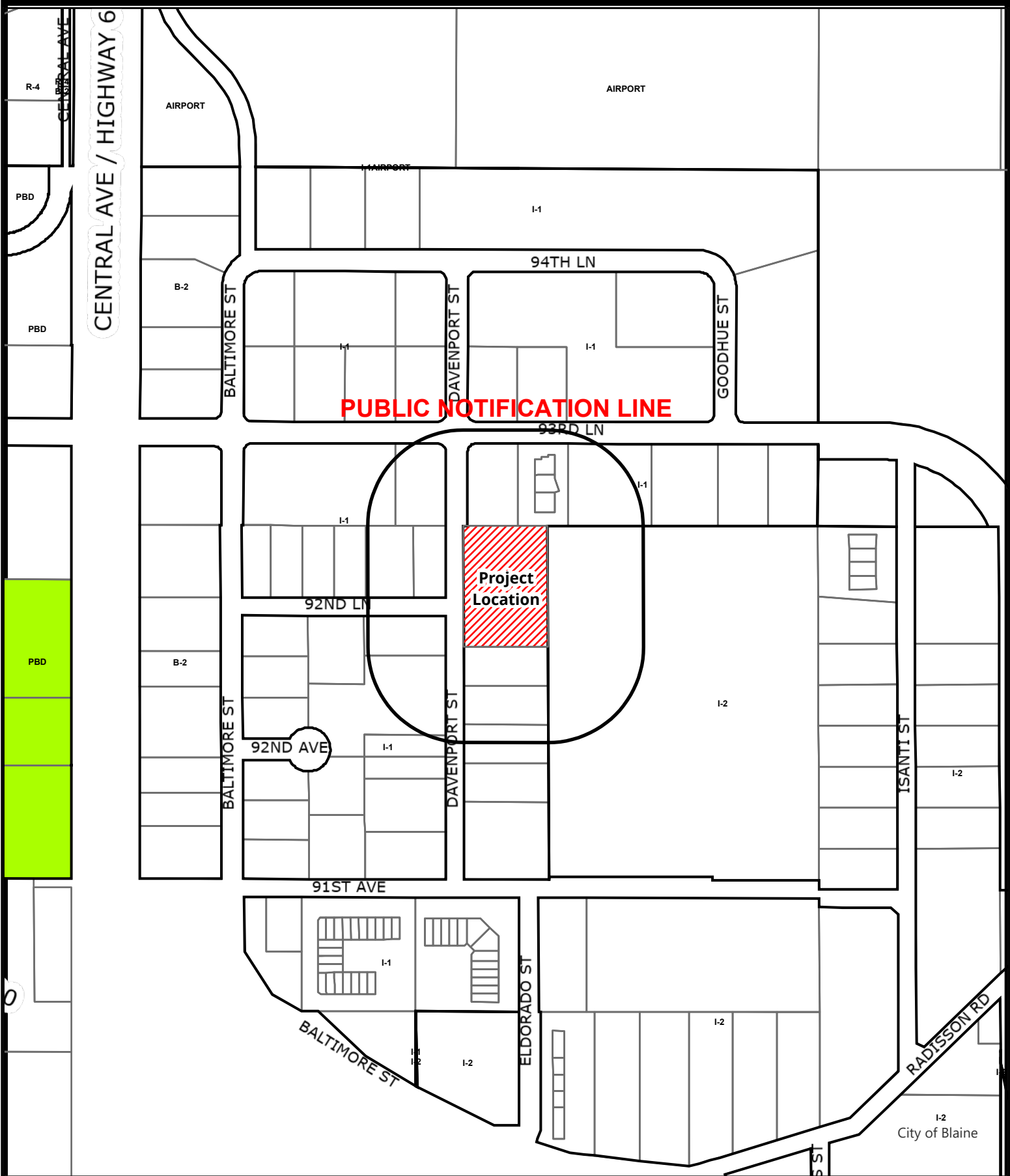
WHEREAS, the Blaine City Council has reviewed said case on October 7, 2024; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 31.04(d), 31.04(h), and 27.04 of the Zoning Ordinance to allow indoor auto sales and minor auto repair in the Light Industrial (I-1) zoning district with the following conditions:

1. Vehicles being sold shall not be stored or displayed outside.
2. No work pertaining to the business can be done outside unless screened with 100% opaqueness on all four sides. Screening to be approved by the Zoning Administrator prior to any outside storage of vehicles.
3. Only minor auto repair work is permitted as defined in the zoning code.

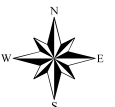
PASSED by the City Council of the City of Blaine this 7th day of October, 2024.



BlaineMN.gov

Case File No. 24-0055 Indoor Auto Sales

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

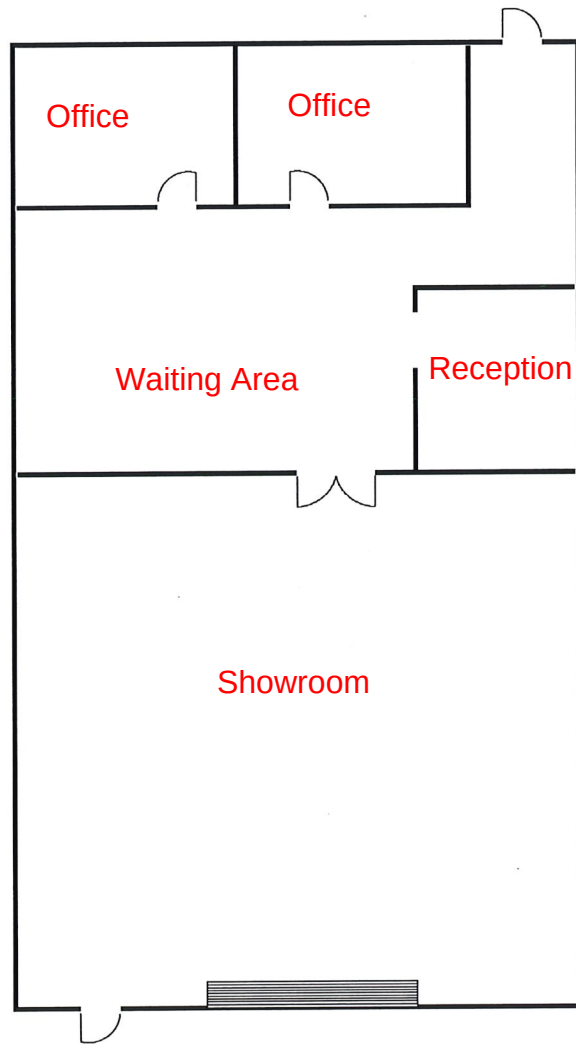


Konstantine Ebralidze

8/27/2024

Narrative Explaining The Operations of The Business

I appreciate the opportunity to explain the operations of our business. It would be a small indoor vehicle sale showroom. Our primary goal would be to offer reliable, clean, and dependable vehicles to customers in need of a car and ensuring that they have a comfortable indoor shopping experience. We are committed to operating an honest and trustworthy indoor car sales business in the Blaine area and look forward to serving our community with integrity and excellence. Complying with all the business regulations.





City of Blaine Staff Report

File Number: RES 24-178

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 9.2

Conduct Public Hearing and Adopt a Resolution to Vacate a Portion of a Drainage and Utility Easement, on the West Side, Lot 2, Block 3, Radisson Industrial Park; According to the Recorded Plat Thereof, Anoka County, Minnesota; Vacation No. V24-04

Executive Summary

The City received a petition dated August 21, 2024 from Ken Scherring representing LaMettry's Collision, Inc., requesting the vacation of a portion of a Drainage and Utility Easements, on the west side of Lot 2, Block 3, Radisson Industrial Park; according to the recorded plat thereof, Anoka County, Minnesota; see Attached Exhibit A for Description.

Background

The existing drainage and utility easement will be re-worked to allow for the construction of a retaining wall in the area. The retaining wall will be maintained by the property owner and therefore, the east 5-feet of existing easement will be vacated. Engineering staff has reviewed the request and agrees with the vacation.

Schedule of Actions

9/4/2024

Receive Petition and Order Public Hearing

10/7/2024

Public Hearing and Adopt Vacation Resolution

Strategic Plan Relationship

This item is part of the city's strategic plan for Growth Management.

Board/Commission Review

This item was not presented to any boards or commissions. Public input will be received by council at the Public Hearing.

Financial Impact

No Financial Impact to the city for this request.

Public Outreach/Input

Notice has been officially published for the calling of the Public Hearing on October 7, 2024.

Staff Recommendation

Conduct Public Hearing and by motion, adopt the Resolution.

Attachment List

1. 10817_Vacation for RT Wall Exhibit A
2. easement vacation petition - signed



City of Blaine

Signature Copy

Resolution: RES 24-178

Conduct Public Hearing and Adopt a Resolution to Vacate a Portion of a Drainage and Utility Easement, on the West Side, Lot 2, Block 3, Radisson Industrial Park; According to the Recorded Plat Thereof, Anoka County, Minnesota; Vacation No. V24-04

WHEREAS, the City Council has received a petition dated the 21st day of August, 2024, requesting the vacation of a portion of a Drainage and Utility Easement, on the west side, Lot 2, Block 3, Radisson Industrial Park; according to the recorded plat thereof, Anoka County, Minnesota; see Attached Exhibit A for Description; and

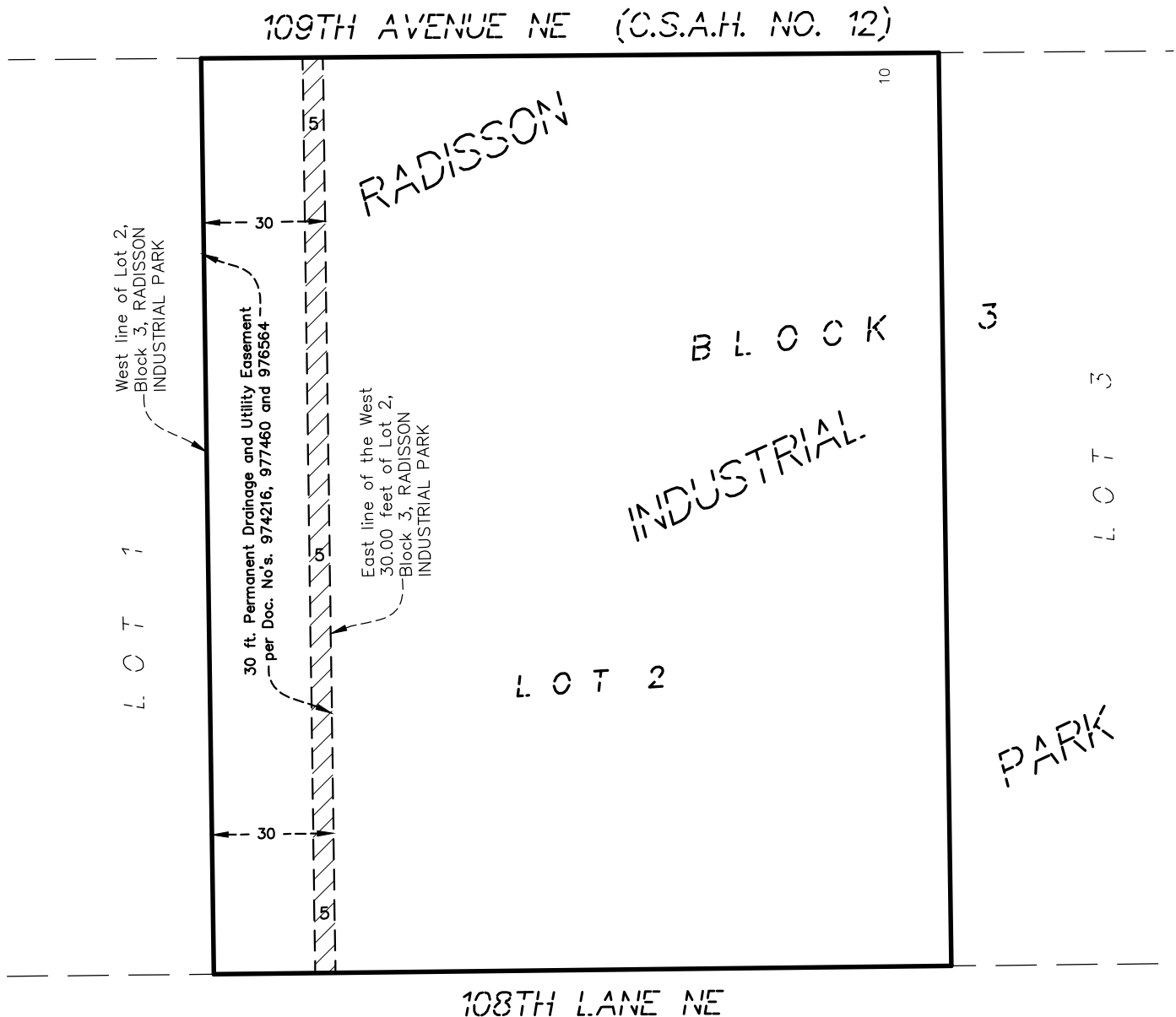
WHEREAS, the required public hearing notices were published and mailed, and the public hearing was held on the 7th day of October 2024, at which time all persons desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

1. The vacation of the existing drainage and utility easement on the west side, Lot 2, Block 3, Radisson Industrial Park; according to the recorded plat thereof, Anoka County, Minnesota; is hereby approved.

PASSED by the City Council of the City of Blaine this 7th day of October, 2024.

Partial Drainage and Utility Easement Vacation Petition Exhibit A



EASEMENT VACATION DESCRIPTION:

All that part of the easements described in Document No.'s 974216, 977460, and 976564, lying over, under, and across the East 5.00 feet of the West 30.00 feet of Lot 2, Block 3, RADISSON INDUSTRIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota.



**CARLSON
McCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449

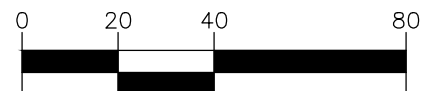
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

2694 10817_vacation for rt wall



Denotes Easement
Vacation Area

GRAPHIC SCALE



(IN FEET)
(8.5x11 sheet)



PETITION TO VACATE DRAINAGE AND UTILITY EASMENT

DATE

8-21-24

TO: The Mayor and Council Members, City of Blaine:

The undersigned represent that they are the majority of owners of real property abutting:

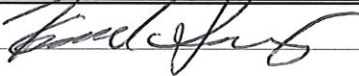
**Lot 2, Block 3, Radisson Industiral Park, according to the recorded plat thereof,
Anoka County, Minnesota, see Attached Exhibit A for Description**

and petition that said portion of said drainage and utility easements be vacated.

The facts and reasons for this application are as follows:

This portion of the drainage and utility easement will be reworked to allow for the consturction of a retaining wall in the area. The retaining wall will be maintained by the property owner and therefore, the 5-feet of existing easement will be vacated.

In consideration of vacating the drainage and utility easements as herein petitioned the undersigned hereby jointly and severally waive any and all claims for any damages resulting from the vacating and discontinuing of said drainage and utility easements.

Signature of Owner	Address	Legal Description of Property
	2101 108TH LN NE.	Lot 2, Block 3, Radisson Industrial Park

This petition was circulated by:

Name of Petitioner **KEN SCHEPING**

Telephone No. **612-490-7796**

Street

City/State/Zip **2101 108TH LN NE . BLAINE**

In accordance with the Minnesota Government Data Practices Act, the City of Blaine hereby informs you that some or all the information you are asked to provide is classified as private. Private data is available to you and to City staff who require it in the performance of their duties, but not to the public. The remainder of the information, including telephone numbers, is classified as public, and is available to the public. This information will be used to contact you in case of changes. You may choose to withhold this information, however if you do, the City of Blaine may not be able to process your application for the permit or license.



City of Blaine

Staff Report

File Number: RES 24-188

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Erik Thorvig, Community Development Director

Agenda Item # 9.3

Holding a Public Hearing Related to Redevelopment TIF District I-25, Business Subsidy and Approving Resolution Approving an Amendment to the Blaine Economic Development Project Plan to Establish a Redevelopment Tax Increment Financing District Therein, Approving a Tax Increment Financing Plan Therefor (105th Redevelopment Area-East District) and Authorizing the Execution of a TIF Assistance Agreement and Related Documents with Blaine Town Center East LLC

Executive Summary

Background

In early 2021, the City Council identified the 105th Avenue/Radisson Road Industrial area as a priority location for the "Growth Management" portion of the City's strategic plan. Based on council direction, the City embarked on a visioning and design process for the area to assist in marketing and development efforts of the existing site, which consists of older industrial dwellings that are either antiquated due to their age or have excessive outdoor storage, making them inconsistent with the vision for the area. General discussions by the City Council identify this as a potential "city core" where the City should encourage walkable, entertainment-type uses that take advantage of the NSC and be an amenity to Blaine residents and visitors.

In the fall of 2021, a request for proposals (RFP) was advertised seeking proposals from architects to assist the City in preparation of a master plan for the 105th Avenue Redevelopment Area. The RFP was awarded to Sperides Reiners Architects Inc., who led the City Council through several meetings in the winter of 2022 to discuss options within the site and develop a concept consistent with Council goals. The master plan was received in the summer of 2022 outlining potential uses including hotels, restaurants, residential, and retail.

In order to advance redevelopment of the site, an RFP was advertised in fall 2022 seeking a qualified developer to revitalize the 105th Avenue Redevelopment Area. In the winter of 2022, the City Council

selected Elevage Development Group, LLC, as the master developer for the site and charged them with undertaking the construction of a mixed-use development consistent with the concepts outlined in the master plan.

Discussion began in the spring of 2023 to identify a process in which the developer could acquire rights to a portion of property that was controlled by the Minnesota Amateur Sports Commission (MASC)/National Sports Center (NSC). Based on legislation with which the property was originally acquired, MASC was allowed to lease up to 16 acres for private development. In May 2024, the City issued bonds to secure a long-term lease agreement, with the intent of financing the project with new values not currently included in the City's property tax calculation. Without the City's assistance, this property would have remained vacant. Additionally, the funding provided to MASC for access to the property was fully reinvested back in the NSC campus for capital improvements.

As the redevelopment concept for this site has advanced, the City Council has been informed of financing considerations and requests from the developer. While the overall financial structure has evolved along with the development concept, the fundamental premises included establishment of a Tax Increment Financing Redevelopment (TIF) District to facilitate financing for redevelopment of the 105th Avenue Redevelopment Area with significant infrastructure and site development required, and construction of a mixed-use development that will include event stadium, foodhall, fieldhouse, hotels, apartments and medical office space. Recent discussions regarding the financial structure of the redevelopment site with the Council have occurred on:

- [105th Redevelopment Area Schedule of Events - September 9](#)
- [105th Redevelopment Updates/Discussion - August 19](#)
- [105th Redevelopment District Updates/Project Discussion - July 8](#)
- [Stadium Event Financing Requirements - May 20](#)
- [105th Redevelopment Project Financing Discussion - May 13](#)

On September 16, 2024, the City Council adopted a parameters resolution related to the sale of General Obligation Temporary Taxable Tax Increment Revenue bonds that, subject to certain parameters, will be issued to finance infrastructure improvements for the overall development, land acquisition, demolition and other TIF eligible redevelopment expenses. The authority to issue Tax Increment Revenue Bonds is subject to the establishment of TIF district. The parameters resolution identified a principal amount not to exceed \$29,700,000. The Temporary TIF Bonds are expected to be refinanced by permanent financing within 3 years of issuance (by August 1, 2027). The debt service due on the permanent financing issued will be repaid by new property taxes generated from new development within the TIF district. Minimum assessment agreements will be entered into by the developer to ensure the taxable value of the properties matches the necessary value needed to create sufficient property tax revenue to cover debt service. A separate TIF development agreement is standard when a TIF district is created and funds are provided to a developer. There is a separate action item on the October 7 agenda related to approval of the TIF agreement and related minimum assessment agreement.

Tax Increment Financing is a financing tool meant to support local economic development, redevelopment and housing development that would not otherwise occur without assistance. As its name suggests, TIF uses the incremental property taxes, or "tax increments" generated by the increased taxable value of a new development to help finance qualifying costs. TIF is not a tax

reduction, taxes are paid on the full taxable value. The original taxable value continues to be part of the tax base that supports the tax levies of the city, county and school district, and other taxing jurisdictions. The new, additional value from development activity is "captured" from the tax base for the duration of a TIF district. After the TIF district is terminated, the captured value becomes part of the tax base.

Minnesota State Law allows for various types of TIF districts to be established. The most common types of TIF districts are redevelopment districts, economic development districts and housing districts. The City of Blaine currently has six TIF districts. They are:

- Oak Park Plaza - Redevelopment district was created to assist in the redevelopment of Oak Park Plaza, which included a new grocery store.
- South Terrace Cove - Redevelopment district was created to redevelop a blighted site for new, for-sale, townhomes.
- Crest View - Housing district to provide affordable, senior housing.
- Town Square - Housing district to provide affordable, senior housing.
- Crown Iron Works - Economic development district to attract the corporate headquarters for Crown Iron Works.
- Blaine 35 - Economic development district to assist in the construction of 300,000 sf. of industrial buildings and 500+ jobs.

Each district has different requirements for how it can be established, what are eligible uses and the maximum duration. In this instance, a redevelopment TIF district is being proposed. For redevelopment districts, allowed activities for which TIF can be used include public improvements (roads, utilities, etc.), site preparation, demolition, cleanup of hazardous substances, property acquisition and parking facilities. The law permits increments for a district to be collected for 25 years after the receipt of the first increment. Since the first year of increment is not counted, 26 years of increment may be collected in total. Traditionally, redevelopment districts have been considered mechanisms to aid the development of "blighted areas", which are sites occupied by dilapidated or rundown buildings or obsolete uses. In order for a TIF district to qualify under the blight test, 70 percent of the district must be occupied by buildings, streets, utilities or other similar structures and more than 50 percent of the buildings must be structurally substandard.

The meaning of "structurally substandard" is crucial since it's the litmus test of blight. A building is not structurally substandard if it's in compliance with the building code for new buildings or could be brought into compliance for less than 15 percent of the cost of building a new building of the same type. In order to complete this analysis, a third-party architect has been hired. Inspections of the buildings to be included within the TIF district have occurred, and it has been determined that the structurally substandard requirement has been met in order to establish a Redevelopment TIF district. The attached TIF plan includes the various City Council findings as required for the establishment of a Redevelopment TIF district, including related qualifications of the properties as substandard with supporting building reports.

Typically, when a TIF district is established and funds are provided to a developer, a TIF development agreement is also entered into. The agreement outlines the roles and responsibilities of both the City and Developer related to the project, disbursement of funds, timelines, etc. The following is a general

outline of key aspects of the agreement.

Project Summary

- Developer - EB Blaine, LLC
- TIF District - Tax Increment Financing Redevelopment District I-25 (see attached map of the proposed district).
- Project - Construction of approximately 629 new multifamily housing units between three buildings with structured and surface parking spaces and supporting amendments and a 150,000 square foot medical office building.
 - Phase 1 will include multifamily apartment building with 195 units including 14 studio, 39 alcove, 76 1-bedroom and 66 2-bedroom units. Total development cost of \$72,064,655.
 - Phase 2 will include multifamily apartment building with 249 units including 17 studio, 50 alcove, 97 1-bedroom and 85 2-bedroom units. Total development cost of \$91,572,521.
 - Phase 3 will include multifamily apartment building with 185 units including 13 studio, 37 alcove, 72 1-bedroom and 63 2-bedroom units. Total development cost of \$68,413,165
 - Phase 4 will include a 150,000 square foot medical office building. Total development cost of \$43,675,000.
- Total development cost estimate - \$275,725,341
- The developer agrees to build the Project substantially in the form of the approved final development plans for the Project to occur as proposed, and at an estimated total cost of \$275,725,341
- Established Minimum Assessment Agreements for each Phase subject to review by Anoka County Assessor

Eligible Costs

- Qualifying redevelopment costs of the Project include: site improvements such as acquisition, demolition, parking, site grading, utilities including stormwater, water, sewer, and related public and redevelopment improvements.

City Public Investment

- The City agrees to invest in the project through the establishment of Redevelopment TIF District to a maximum of the allowed 26-year term.
- The City will issue general obligation temporary taxable tax increment revenues to finance eligible costs of the Project. The City will finance redevelopment costs and developer will finance minimum improvements.

Minimum Improvements

- Construction of approximately 629 new multifamily apartments between 3 buildings with structured and surface parking spaces and supporting amenities and 150,000 square foot medical office building. Total estimated development cost of \$275,725,341.

- Phase 1 will include multifamily apartment building with 195 units including 14 studio, 39 alcove, 76 1-bedroom and 66 2-bedroom units. Total development cost of \$72,064,655.
- Phase 2 will include multifamily apartment building with 249 units including 17 studio, 50 alcove, 97 1-bedroom and 85 2-bedroom units. Total development cost of \$91,572,521.
- Phase 3 will include multifamily apartment building with 185 units including 13 studio, 37 alcove, 72 1-bedroom and 63 2-bedroom units. Total development cost of \$68,413,165
- Phase 4 will include 150,000 square foot medical office building. Total development cost of \$43,675,000.
- The City reserves the right to approve any changes to the development plan and minimum improvements.

Construction Schedule

- Construction of Phase 1 commences by June 30, 2026 and completes by December 31, 2027 (additional 6 months will be included as related to commencement and completion dates).
- Construction of Phase 2 commences by June 30, 2027 and completes by December 31, 2028 (additional 6 months will be included as related to commencement and completion dates).
- Construction of Phase 3 commences by June 30, 2028 and completes by December 31, 2029 (additional 6 months will be included as related to commencement and completion dates).
- Construction of Phase 4 commences by June 30, 2026 and completes by December 31, 2028 (additional 6 months will be included as related to commencement and completion dates).

Business Subsidy Act Requirements (Minnesota Statutes, Section 116J.993 through 116J995

- The financial assistance qualifies as business subsidy under Minnesota Statute. The attached resolution identifies no job creation goals for the TIF district. Typically, job creation goals are required when establishing an Economic Development TIF District.

Disbursement of Funds

- Any bond proceeds will be held by the City and disbursed to the developer upon evidence of actual costs incurred and subject to City inspection to ensure the work is completed per any agreements.

Strategic Plan Relationship

The 105th Avenue Redevelopment Area has been in Strategic Plan.

Board/Commission Review

Not applicable.

Financial Impact

The report address the financial impact of creation of a TIF district.

Public Outreach/Input

A public hearing is required to establish a tax increment financing district. As required by Minnesota State Statute, notice of public hearing was published in the city's official newspaper ten days prior to the hearing.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Proposed TIF District
2. TIF Plan
3. City TIF Resolution
4. Town Center Redevelopment TIF Report FINAL
5. TIF Development Agreement



City of Blaine

Signature Copy

Resolution: RES 24-188

Holding a Public Hearing Related to Redevelopment TIF District I-25, Business Subsidy and Approving Resolution Approving an Amendment to the Blaine Economic Development Project Plan to Establish a Redevelopment Tax Increment Financing District Therein, Approving a Tax Increment Financing Plan Therefor (105th Redevelopment Area-East District) and Authorizing the Execution of a TIF Assistance Agreement and Related Documents with Blaine Town Center East LLC

See the attached resolution.

DETAILED MAP OF PROJECT AREA



TIF District 1-25
Blaine Town Center



**Amendments relating to Blaine
Economic Development Project Plan of
the Blaine Economic Development
Authority, including establishment and
approval of the

Tax Increment Financing Plan

for

Tax Increment Financing
(Redevelopment) District No. 1-25

(105th Street Redevelopment Area East
District)**

Blaine Economic Development Authority

City of Blaine, Minnesota

Prepared by
Baker Tilly Municipal Advisors, LLC

Final Draft Dated: October 7, 2024

Public Hearing Scheduled for City Council: October 7, 2024
Anticipated Approval by City Council: October 7, 2024
Anticipated Approval by EDA Board: October 7, 2024

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SECTION I – Amendment of Project Plan for Blaine Economic Development Project

Section A Definitions

The terms defined below, for purposes hereof, shall have the following respective meanings, unless the context specifically requires otherwise. The term “development” includes redevelopment, and the term “developing” includes redeveloping.

“Board” means the Board of Commissioners, the governing body, of the EDA.

“City” means the City of Blaine, Minnesota.

“Council” means the City Council of the City, its governing body.

“Developer” means EB Blaine Development and Blaine Town Center East LLC (or an affiliate thereof).

“Development” means the mixed-use development that is anticipated to incorporate housing, retail, office, parking and other compatible uses described in Section 1.3 and Section II hereof.

“Development District” means Development District No. 1, initially established on August 20, 1981, as amended.

“Development Program” means the Development Program for the Development District, initially adopted on August 20, 1981, as amended.

“EDA” means the Blaine Economic Development Authority, established pursuant to the Enabling Act.

“Enabling Act” means (1) the Housing and Redevelopment Authority Act, as previously codified in Minnesota Statutes, Section 462.411 et seq. and as now codified in Minnesota Statutes, Sections 469.001 through 469.047, and (2) the Economic Development Authority Act, Minnesota Statutes, Sections 469.090 through 469.1082, including all powers provided or referenced therein, and as the same may be amended or supplemented.

“Project Area” means the Blaine Economic Development Project, including without limitation the areas of the City encompassed therein.

“Project Plan” means the plan for the development of the Project Area including the Redevelopment Plan and Development Program, all as amended from time to time.

“Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Project, initially adopted on August 15, 1985, as amended.

“Redevelopment Project” means the Housing and Redevelopment Project No. 1, initially established on August 15, 1985, as amended.

“Tax Increment District” means any of the tax increment financing districts (as amended) established pursuant to the Tax Increment Act within the Project Area, including without limitation any such districts originally established within the Development District or the Redevelopment Project.

“Tax Increment Plans” means the tax increment financing plans, as amended, adopted pursuant to the Tax Increment Act for the Tax Increment Districts.

Section B Amendment of Project Plan

The Project Plan is hereby amended to include the following additional goals, objectives, activities, and public improvement and development costs to be made or incurred within the Project Area and financed in whole or in part by tax increment or other revenues of the EDA. The Developer is expected to acquire and construct on the property located in Tax Increment Financing District No. 1-25 a new mixed-use development that is anticipated to incorporate housing, retail, office, parking and other compatible uses in the City.

The Project Plan is hereby amended to include all of the goals, objectives, activities, and public improvement and development costs to be made or incurred within the Project Area and financed in whole or in part by tax increment or other revenues of the EDA, as provided in this Section I, including without limitation a portion of the estimated costs of the Development as provided in Section K:

Section C Background and Purpose

The City established the Development District and adopted the Development Program pursuant to Minnesota Statutes, Sections 469.124 through 469.134, and established various Tax Increment Financing Districts within the Development District pursuant to the Tax Increment Act.

The Housing and Redevelopment Authority in and for the City of Blaine, Minnesota (the “HRA”), established the Redevelopment Project and adopted the Redevelopment Plan pursuant to Minnesota Statutes, Sections 469.001 through 469.047, and established various Tax Increment Financing Districts within the Redevelopment Project pursuant to the Tax Increment Act.

Pursuant to the Enabling Act, on December 29, 1988, the Council adopted an enabling resolution and thereby established the EDA. Pursuant to Section 469.094, Subdivision 2, of the Enabling Act, the City transferred to the EDA, and the EDA accepted from the City transfer of, the control, authority, and operation of the Development District and the Redevelopment Project, including the existing Tax Increment Districts therein, thereby empowering the EDA to exercise all of the powers that the City and the HRA could exercise with respect to the Development District and the Redevelopment Project, respectively, subject to the covenant and pledge by the EDA to perform the terms, conditions, and covenants of all bond indentures and other agreements executed for the security of any bonds issued and any other activities undertaken with respect to the Development District and the Redevelopment Project, respectively.

Various amendments have been adopted respecting the Project Area, the Project Plan, and the Tax Increment Districts and Plans, including the establishment of additional Tax Increment Districts within the Project Area.

In maintaining the Project Area and carrying out the Project Plan it is the EDA’s purpose, consistent with the stated purposes of the Council, to consolidate the City’s development areas, goals, objectives, development costs, and activities to the fullest extent permitted by the Enabling Act and other applicable law. The Board and the Council found that through such consolidation the necessary development of the City can be accomplished more consistently, efficiently, and economically.

Pursuant to Section 469.094, Subdivision 2, of the Enabling Act, the EDA is authorized to exercise the powers of a city with respect to a development district under Minnesota Statutes, Sections 469.124 through 469.134, and the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 through 469.047, among other powers, and it is the intention of the Council and the Board that the EDA shall exercise any and all of said powers as may be necessary or appropriate for the development of the Project Area in accordance with the Project Plan.

SECTION II – ESTABLISHMENT OF THE TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 1-25

Section D Statement of Objectives

The objectives which the EDA seeks to achieve through the implementation of this Tax Increment District and Plan are set out in the Project Plan for the Project Area, including the Redevelopment Plan and Development Program, all as amended from time to time, and as further provided in Section I above.

Section E Designation of Tax Increment Financing District as a Redevelopment District

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

- (1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures;
- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or
- (3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in Minnesota Statutes Section 115C.02, Subdivision 15, if the tank facilities:
 - (i) have or had a capacity of more than 1,000,000 gallons;
 - (ii) are located adjacent to rail facilities; and
 - (iii) have been removed or are unused, underused, inappropriately used, or infrequently used.

For districts consisting of two more noncontiguous areas, each area must individually qualify under the provisions listed above, as well as the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all of the criteria listed in (1) above. The supporting facts and documentation for this determination will be retained by the City for the life of the TIF District and are available to the public upon request. An analysis was completed by the City to make this determination.

"Structurally substandard" is defined as buildings containing defects or deficiencies in structural elements, essential utilities and facilities, light and ventilation, fire protection (including egress),

layout and condition of interior partitions, or similar factors. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A municipality may not find that a building is structurally substandard without an interior inspection, unless it cannot gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

- (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;
- (2) the demolition or removal of the substandard building was performed or financed by the City, or was performed by a developer under a development agreement with the City;
- (3) the City found by resolution before such demolition or removal occurred that the building was structurally substandard, and that the EDA intended to include the parcel in the TIF district; and
- (4) the City notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the EDA may be included in the qualifying costs.

Section F Duration of the TIF District

Redevelopment districts may remain in existence 25 years from the date of receipt by the EDA of the first tax increment. Modifications of this plan (see Section AB) shall not extend these limitations.

Pursuant to Minnesota Statutes Section 469.175, Subdivision 1(b), the EDA specifies 2028 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the year of approval of the TIF District. Thus, the EDA may collect increment from the district through December 31, 2053, but anticipates that the TIF District could be decertified early (see Section Q). All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the EDA.

Section G Property to be Included in the TIF District

The TIF District comprises of the property listed below that will become new parcel numbers and new final legal descriptions that occurred with replatting. The property also includes adjacent streets and right-of-ways located within the Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

Parcel Number	Legal Description
21-31-23-24-0010	THAT PRT OF S 435 FT OF E 150 FT OF W 550 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG N OF S 218 FT OF SD 1/4 1/4, EX RD; SUBJ TO EASE OF REC
21-31-23-24-0016	UNPLATTED CITY OF BLAINE S 435 FT OF E 200 FT OF W 400 FT OF SE1/4 OF NW1/4 OF SEC 21-31-23-SUBJ TO ROADS
21-31-23-24-0013	UNPLATTED CITY OF BLAINE THE E 165 FT OF THE E 350 FT OF THE W 900 FT OF THE S 285 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 CITY OF BLAINE ANOKA CNTY, MN(SUBJ TO ROAD OVER THE S 50 FT)&(SUBJ TO EASE O F RECORD IF ANY) ANOKA ELEC COOP EASE PAR REL 12-22-77
21-31-23-24-0006	
21-31-23-24-0003	THE N 150 FT OF S 662.69 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG E OF W 900 FT THEREOF, EX RD, SUBJ TO EASE OF REC
21-31-23-24-0004	THE N 150 FT OF S 662.69 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG E OF W 900 FT THEREOF, EX RD, SUBJ TO EASE OF REC
21-31-23-24-0023	NORTHWAY ESTATES LOT 4 BLK 1 NORTHWAY ESTATES(SUBJ TO EASE AS SHOWN ON PLAT)
21-31-23-24-0030	THAT PRT OF E 350 FT OF W 900 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG SLY OF N 450 FT THEREOF & LYG NLY OF S 685 FT THEREOF, EX RD, SUBJ TO EASE OF REC
21-31-23-24-0005	UNPLATTED CITY OF BLAINE THE E 350 FT OF THE W 900 FT OF THE N 300 FT OF THE S 685 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 (SUBJ TO ROAD EASE)
21-31-23-24-0012	UNPLATTED CITY OF BLAINE THE N 250 FT OF THE S 685 FT OF THE W 550 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 ANOKA CNTY(SUBJ TO AN EASE OVER THE EAST 30 FT THEREOF FOR ROAD PURPOSES)
21-31-23-24-0009	UNPLATTED CITY OF BLAINE THE EAST 150 FT OF THE WEST 550 FT OF THE SOUTH 218 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN & FOR ANOKA CNTY, MN(SUBJ TO ROAD EASEMENTS OF RECORD)
21-31-23-24-0014	UNPLATTED CITY OF BLAINE THE E 185 FT OF THE W 735 FT OF THE S 285 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 ANOKA CNTY, MN(SUBJ TO PUBLIC ROAD EASE OVER THE S 50 FT & THE W 30 FT THEREOF)
21-31-23-24-0002	THAT PRT OF S 512.69 FT OF SE1/4 OF NW1/4 LYG E OF W 900 FT THEREOF, EX S 363 FT OF SD 1/4, 1/4, EX RD SUBJ TO EASE OF REC
21-31-23-24-0025	NORTHWAY ESTATES LOT 6 BLK 1 NORTHWAY ESTATES(SUBJ TO EASE AS SHOWN ON PLAT)

21-31-23-24-0024	NORTHWAY ESTATES LOT 5 BLK 1 NORTHWAY ESTATES(SUBJ TO EASE AS SHOWN ON PLAT)
------------------	--

** parcels are anticipated to be replatted with new parcel ids and legal descriptions to be created.*

The area encompassed by the TIF District shall also include all streets and utility right-of-ways located upon or adjacent to the property described above, as illustrated in the boundary map included in Exhibit I.

Section H Property to be Acquired in the TIF District

The EDA has been acquiring property located within the TIF District to facilitate the proposed redevelopment project. The EDA will acquire all remaining properties within the TIF District and sell them to the developer for redevelopment.

Section I Specific Development Expected to Occur Within the TIF District

EB Blaine Development and Blaine Town Center East LLC (or an affiliate thereof, the “Developer”) of the project site has proposed redevelopment which will include acquisition, demolition of the existing substandard buildings and subsequent construction of a new mixed-use development that is anticipated to incorporate housing, retail, office, parking and other compatible uses.

There are significant extraordinary costs associated with redevelopment of the property requiring financial participation through tax increment financing. The City anticipates using tax increment revenues from the project to finance eligible redevelopment costs including demolition, site improvements, utilities, public improvements and other eligible redevelopment costs.

Demolition of the substandard properties and subsequent construction of required infrastructure, site improvements/preparation and installation of public improvements is expected to start in late 2024. Construction of the new building developments is expected to occur in phases starting in 2026 and continue through 2028. The project is expected to be fully constructed by December 31, 2028, and be 100% assessed and on the tax rolls as of January 2, 2029, for taxes payable 2030. Partial valuations are expected to be realized starting in taxes payable 2028.

Section J Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a redevelopment district;

The City hired LHB to inspect and evaluate the properties within the proposed TIF District to be established by the City. The purpose of the evaluation was to determine if the proposed district met the statutory requirements for coverage and if the buildings met the qualifications required for a Redevelopment District.

A final report has been prepared for the City to retain on file in City offices for public inspection. The report contains the details of the findings summarized below regarding the substandard qualifications:

- The TIF District consists of parcels that are occupied with 100 percent of the area of the proposed TIF District (exceeding the 70 percent coverage test);
 - 73.3 percent (11 of 15) of the buildings in the proposed TIF District contain code deficiencies exceeding the 15 percent threshold;
 - 73.3 percent of the buildings (11 of 15, which is greater than 50%) are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance, exceeding the more than 50 percent substandard test; and
 - The foregoing conditions are reasonably distributed throughout the geographic area of the proposed TIF District.
- (2) The proposed redevelopment, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.

Factual basis:

Proposed development not expected to occur:

The proposed project consists of the redevelopment of property within the City that consists of blighted properties found to be substandard and will be demolished following establishment of the TIF District. The EDA has identified significant and extraordinary costs including acquisition, site development/preparation, demolition, and other redevelopment costs associated with redevelopment of the project site in conjunction with new development. The estimated total redevelopment costs for this property make the total cost of this effort significantly higher than costs reasonably incurred for similar developments on a clean site. The City's finding that the proposed redevelopment would be unlikely to occur solely through private investment within the reasonably foreseeable future is based on an analysis of the proforma and other materials submitted by the developer.

No higher market value expected:

If the proposed redevelopment did not go forward, for the same reasons described above, no significant alternative redevelopment of the proposed TIF District area would occur. Over 50% of the existing buildings are currently substandard and it is highly unlikely that the improvements would be made on the property site without tax increment financing. In short, there is no basis for expectation that the area would redevelop or be renovated in any significant way purely by private action without public subsidy.

To summarize the basis for the City's findings regarding alternative market value, in accordance with Minnesota Statutes Section 469.175, Subdivision 3(d), the City makes the following determinations:

- a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is anywhere from \$0 to some modest amount based on small scale renovation or redevelopment that could be possible without assistance; any estimated values would be too speculative to ascertain.
 - b. If the proposed development to be assisted with tax increment occurs in the TIF District, the total increase in market value would be approximately \$341,594,225, including the value of the buildings (See Exhibit V).
 - c. The present value of tax increments from the TIF District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$29,042,089 (See Exhibit V).
 - d. Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$312,552,638 (the amount in clause b less the amount in clause c) without tax increment assistance.
- (3) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Project Area by private enterprise.

Factual basis:

The anticipated redevelopment of the project site and any subsequent demolition and new construction related to the project will remain consistent with the City's design goals. The development proposed to occur within the TIF District will afford maximum opportunity for the development of the applicable parcels consistent with the needs of the City and the removal of substandard and underutilized buildings. The development will increase the taxable market valuation of the City and provide additional housing options in the City.

- (4) The TIF Plan conforms to general plans for development of the City as a whole.

Factual basis: The City has determined that the development proposed in the TIF Plan conforms to the City comprehensive plan.

- (5) The City elects the method of tax increment computation set forth in Minnesota Statutes Section 469.177, Subdivision 3(b) (see method (b) in Section P).

Section K Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Project Costs	Amount
Land/building acquisition	\$10,000,000
Site improvements/preparation costs	\$15,000,000
Utilities	\$7,500,000
Other public improvements	\$34,905,295
Construction of affordable housing	\$0
Administrative expenses	\$3,442,384
Subtotal	\$35,942,384
Interest (including capitalized)	\$34,905,295
Total	\$70,847,679

The EDA anticipates using tax increment to the extent available to finance redevelopment costs of the project including primarily acquisition, site improvement/preparation costs (including demolition), infrastructure and related improvements, capitalized interest, qualifying administrative expenses, and other TIF-eligible expenditures as deemed necessary and related to redevelopment of the project site.

The EDA reserves the right to administratively adjust the amount of any of the items listed in the categories above without a modification to the TIF Plan, as long as the overall TIF Plan budget (\$70,847,679) is not increased. The EDA also reserves the right to fund any of the identified costs with any other legally available revenues but anticipates that such costs will be primarily financed with tax increments.

Section L Estimated Sources of Revenue

Sources of Revenue	Amount
Tax Increment revenue	\$68,847,679
Interest on invested funds	\$2,000,000
Other	\$0
Total	\$70,847,679

The EDA anticipates capturing the tax increments from the project for financing of the identified redevelopment costs and utilizing as repayment for certain obligations and/or reimbursing the EDA and Developer for a portion of those costs. As tax increments are collected from the TIF District in future years, these increments will be used by the EDA to repay debt obligations and other related obligations of the District for reimbursement of public costs incurred (see Section K). The EDA also anticipates retaining any remaining increment to finance eligible administrative or other expenses related to the project.

The EDA reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The EDA also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

Section M Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$70,847,679. The EDA currently plans to finance the site improvements and redevelopment costs through the issuance of bonds and reserves the right to finance additional improvements through pay-as-you-go notes, EDA and/or City financing in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, Subdivision 7 of the TIF Act.

Section N Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The estimated taxable value of all property within the TIF District as of January 2, 2024, for taxes payable in 2025, is \$10,389,800. Upon establishment of the district and reclassification of a portion of the properties from taxable to tax-exempt (private ownership to EDA/City ownership) and subsequent sale to private developers for redevelopment will be reclassified from commercial-industrial to apartments residential rental and commercial-industrial, the estimated original net tax capacity of the TIF District is estimated to be \$129,873. This value is also assumed to be the value of the property, including land and buildings, as of the date the substandard buildings occupied the parcels.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or
- (4) changes in property classification rates.

Section O Original Local Tax Capacity Rate

The County Auditor shall also certify the original local tax rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original local tax rate of the TIF District.

It is anticipated the request for certification of the District will occur prior to June 30, 2025, and the local tax rates for taxes levied in 2024 and payable in 2025 will apply, for which the County

Auditor shall certify as the original tax capacity rate of the TIF District. The payable 2025 rates are not available at the time of drafting of the TIF Plan. For purposes of estimating the tax increment generated by the TIF District, the sum of the local tax rates for taxes levied in 2023 and payable in 2024 is 89.574% are shown below:

<u>Taxing Jurisdiction</u>	<u>2021/2022 Local Tax Rate</u>
City of Blaine	33.319%
Anoka County	25.629%
ISD #16	216.128%
Other	4.498%
Total	89.574%

Section P Projected Retained Captured Net Tax Capacity and Projected Tax Increment

The EDA anticipates that 25% of the redevelopment will be completed by December 31, 2026, 75% will be completed by December 31, 2027, and 100% of the redevelopment will be completed by December 31, 2028, creating a total tax capacity for the TIF District of \$2,460,393 as of January 2, 2029. The captured tax capacity as of the first full year of increment is projected to be \$2,144,157, and the first receipt of increment is projected to be \$1,920,608 in taxes payable 2030. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District. The estimates shown in this TIF Plan assume that residential rental class rates remain at 1.25% for apartments and commercial-industrial property rates are \$150,000 at 1.5% and 2% for value above \$150,000 of the estimated taxable value. All current and future taxable values include 3% annual. Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

For communities affected by the fiscal disparity provisions of Minnesota Statutes Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the EDA elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. The EDA elects method (b), or Minnesota Statutes Section 469.177, Subdivision 3(b).

The County Auditor shall certify to the EDA the amount of captured net tax capacity each year. The EDA may choose to retain any or all of this amount. It is the EDA's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District. Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

Section Q Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the State. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The EDA has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section M) and County administrative costs associated with the TIF District (see Section V);
- (2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (4) pay all or a portion of the county road costs as may be required by the County Board under Minnesota Statutes Section 469.175, Subdivision 1a; or
- (5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both county boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the EDA.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park, or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately-owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section R Excess Tax Increment

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the EDA shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;

- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Section S Tax Increment Pooling and the Five-Year Rule

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section G for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund;
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The EDA anticipates that an allowable portion of tax increments generated by the project may be spent outside the TIF District (including allowable administrative expenses), and such expenditures are expressly authorized in this TIF Plan.

Section T Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the EDA other than:

- (1) amounts paid for the purchase of land;

- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the physical development of the real property in the project;
- (3) relocation benefits paid to, or services provided for, persons residing or businesses located in the project;
- (4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or
- (5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clause (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the TIF District.

Section U Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District, and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The EDA must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the EDA or owner of the parcel subsequently commences any of the above activities, the EDA shall certify to the County Auditor that such activity has commenced, and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

Section V Estimated Impact on Other Taxing Jurisdictions

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The EDA believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified, and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the district is estimated to be \$69,096,426.

2. To the extent the project in the TIF District generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District. The City anticipates issuing General Obligation (GO) Bonds to finance a portion of the redevelopment project costs and reserves the right to use bond financing, internal financing and pay-as-you-go financing, as necessary, to finance a portion of the project costs attributable to the TIF District.
3. The amount of tax increments over the life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$20,154,860.
4. The amount of tax increments over the life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$19,769,937.
5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

Section W Prior Planned Improvements

The EDA shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

Section X Development Agreements

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the EDA is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the EDA must enter into an agreement for the development of the property. Such agreement must provide recourse for the EDA should the development not be completed.

The EDA anticipates entering into an agreement for development and acquiring a portion of the property within the TIF District with the proceeds of tax increment bonds.

Section Y Assessment Agreements

The EDA may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment

agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder or Registrar of Titles, as applicable, of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The EDA anticipates entering into an assessment agreement.

Section Z Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; a determination to capitalize interest on the debt if that determination was not part of the original TIF Plan; increase in the portion of the captured net tax capacity to be retained by the EDA; increase in the total estimated public costs; or designation of property to be acquired by the EDA shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the EDA agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The EDA must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section AA Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the EDA shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The EDA shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the EDA shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The EDA shall also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the EDA the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

- (1) prior to July 1, the EDA shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be

recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.

- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
 - (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
 - (c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the EDA of all changes made to the original net tax capacity of the TIF District.

Section AB Filing TIF Plan, Financial Reporting and Disclosure Requirements

The EDA will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes Section 469.175, Subdivision 4A. The EDA will comply with all reporting requirements for the TIF District under Minnesota Statutes Section 469.175, Subdivisions 5 and 6.

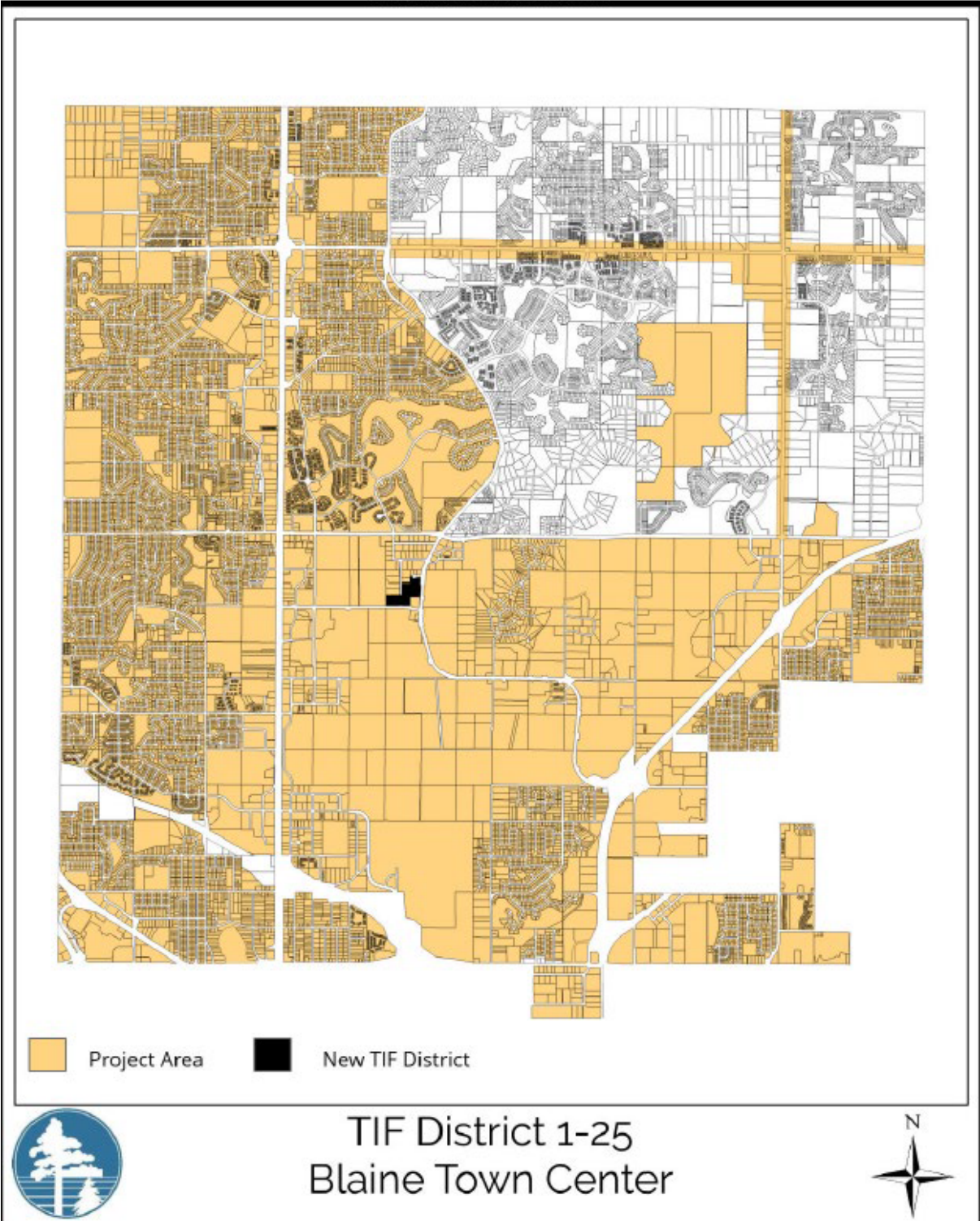
**Map of
Tax Increment Financing (Redevelopment) District No. 1-25
(105th Street Redevelopment Area-East District)**

DETAILED MAP OF PROJECT AREA



Map of
Project Area

MAP OF PROJECT AREA



Assumptions Report

City of Blaine, Minnesota
Tax Increment Financing (Redevelopment) District No. 1-25
105th Street Redevelopment Area - East District
Draft TIF Plan Exhibits based on development plans with \$173M new taxable value

Type of Tax Increment Financing District	Redevelopment
Maximum Duration of TIF District	25 years from 1st increment Assume 1st Increment is 2028
Projected Certification Request Date	06/30/25
Decertification Date	12/31/53 (26 Years of Increment)

	<u>2025/2026</u>
Base Estimated Market Value*	10,389,800
Parcel ID:	

* Values provided by County

Original Net Tax Capacity	129,873
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	Assessment/Collection Year			
	2025/2026	2026/2027	2027/2028	2028/2029
Base Estimated Market Value	\$10,389,800	\$10,389,800	\$10,389,800	\$10,389,800
Estimated Increase in Value - New Construction	0	0	32,888,950	120,744,813
Total Estimated Market Value	10,389,800	10,389,800	43,278,750	131,134,613
Total Net Tax Capacity	\$129,873	\$129,873	\$596,484	\$1,808,870

	Payable 2024
City of Blaine	33.319%
Anoka County	25.629%
ISD #16	26.128%
Other (13 - 10016A)	4.498%
Local Tax Capacity Rate	89.574%
Estimated Frozen Tax Capacity Rate	89.574%

	<u>2026/2027</u>
Fiscal Disparities Contribution From TIF District	30.1859%
Administrative Retainage Percent (maximum = 10%)	5.00%
Pooling Percent	0.00%

<u>Bonds</u>		<u>Projected Pay-as-you-go Note</u>	
Bonds Dated	TBD	Note Dated	TBD
Bond Issue @ TBD	TBD	Note Rate	TBD
Eligible Project Costs	\$27,828,038	Note Amount	TBD
Present Value Date & Rate	11/01/24	5.00% PV Amount	\$27,828,038

Notes

Assumes no changes to future class rates and tax rates
Includes 3% annual market value inflator to allow for future growth
Total taxable value based on \$235,000/unit for up to 600 new residential housing units and
\$200/square foot for 150,000 square foot office/retail space

Projected Tax Increment Report

City of Blaine, Minnesota

Tax Increment Financing (Redevelopment) District No. 1-25

105th Street Redevelopment Area - East District

Draft TIF Plan Exhibits based on development plans with \$173M new taxable value

Annual Period Ending (1)	Total Market Value ⁽¹⁾ (2)	Total Net Tax Capacity ⁽²⁾ (3)	Less: Original Net Tax Capacity ⁽³⁾ (4)	Less: Fiscal Disp. @ 30.1859% (5)	Retained Captured Net Tax Capacity (6)	Times: Tax Capacity Rate ⁽⁴⁾ (7)	Annual Gross Tax Increment (8)	Less: State Aud. Deduction 0.360% (9)	Subtotal Net Tax Increment (10)	Less: Admin. Retainage 5.00% (11)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 11/01/24 5.00%
12/31/25	10,389,800	129,873	129,873	0	0	89.574%	0	0	0	0	0	0
12/31/26	10,389,800	129,873	129,873	0	0	89.574%	0	0	0	0	0	0
12/31/27	10,389,800	129,873	129,873	0	0	89.574%	0	0	0	0	0	0
12/31/28	43,278,750	596,484	129,873	45,052	421,559	89.574%	377,608	1,359	376,249	18,812	357,437	291,683
12/31/29	131,134,613	1,808,870	129,873	136,969	1,542,029	89.574%	1,381,257	4,973	1,376,284	68,814	1,307,470	1,016,140
12/31/30	178,347,401	2,460,393	129,873	186,363	2,144,157	89.574%	1,920,608	6,914	1,913,694	95,685	1,818,009	1,345,639
12/31/31	183,697,823	2,534,227	129,873	191,961	2,212,394	89.574%	1,981,730	7,134	1,974,596	98,730	1,875,866	1,322,346
12/31/32	189,208,758	2,610,277	129,873	197,727	2,282,678	89.574%	2,044,686	7,361	2,037,325	101,866	1,935,459	1,299,386
12/31/33	194,885,020	2,688,608	129,873	203,665	2,355,070	89.574%	2,109,530	7,594	2,101,936	105,097	1,996,839	1,276,756
12/31/34	200,731,571	2,769,288	129,873	209,782	2,429,634	89.574%	2,176,320	7,835	2,168,485	108,424	2,060,061	1,254,456
12/31/35	206,753,518	2,852,389	129,873	216,082	2,506,435	89.574%	2,245,114	8,082	2,237,032	111,852	2,125,180	1,232,486
12/31/36	212,956,124	2,937,984	129,873	222,571	2,585,540	89.574%	2,315,971	8,337	2,307,634	115,382	2,192,252	1,210,842
12/31/37	219,344,807	3,026,146	129,873	229,255	2,667,018	89.574%	2,388,955	8,600	2,380,355	119,018	2,261,337	1,189,523
12/31/38	225,925,152	3,116,952	129,873	236,140	2,750,940	89.574%	2,464,127	8,871	2,455,256	122,763	2,332,493	1,168,527
12/31/39	232,702,906	3,210,484	129,873	243,231	2,837,380	89.574%	2,541,555	9,150	2,532,405	126,620	2,405,785	1,147,852
12/31/40	239,683,993	3,306,821	129,873	250,534	2,926,414	89.574%	2,621,306	9,437	2,611,869	130,593	2,481,276	1,127,495
12/31/41	246,874,513	3,406,048	129,873	258,057	3,018,118	89.574%	2,703,449	9,732	2,693,717	134,686	2,559,031	1,107,455
12/31/42	254,280,748	3,508,252	129,873	265,806	3,112,573	89.574%	2,788,056	10,037	2,778,019	138,901	2,639,118	1,087,727
12/31/43	261,909,171	3,613,522	129,873	273,787	3,209,862	89.574%	2,875,202	10,351	2,864,851	143,243	2,721,608	1,068,310
12/31/44	269,766,446	3,721,950	129,873	282,007	3,310,070	89.574%	2,964,962	10,674	2,954,288	147,714	2,806,574	1,049,202
12/31/45	277,859,439	3,833,631	129,873	290,474	3,413,284	89.574%	3,057,415	11,007	3,046,408	152,320	2,894,088	1,030,398
12/31/46	286,195,223	3,948,662	129,873	299,195	3,519,595	89.574%	3,152,642	11,350	3,141,292	157,065	2,984,227	1,011,896
12/31/47	294,781,079	4,067,145	129,873	308,178	3,629,094	89.574%	3,250,725	11,703	3,239,022	161,951	3,077,071	993,693
12/31/48	303,624,512	4,189,181	129,873	317,430	3,741,879	89.574%	3,351,751	12,066	3,339,685	166,984	3,172,701	975,786
12/31/49	312,733,247	4,314,879	129,873	326,960	3,858,047	89.574%	3,455,807	12,441	3,443,366	172,168	3,271,198	958,171
12/31/50	322,115,244	4,444,348	129,873	336,775	3,977,701	89.574%	3,562,986	12,827	3,550,159	177,508	3,372,651	940,845
12/31/51	331,778,702	4,577,701	129,873	346,885	4,100,943	89.574%	3,673,379	13,224	3,660,155	183,008	3,477,147	923,805
12/31/52	341,732,063	4,715,055	129,873	357,299	4,227,884	89.574%	3,787,085	13,634	3,773,451	188,673	3,584,778	907,048
12/31/53	351,984,025	4,856,529	129,873	368,024	4,358,632	89.574%	3,904,201	14,055	3,890,146	194,507	3,695,639	890,571
							\$69,096,427	\$248,748	\$68,847,679	\$3,442,384	\$65,405,295	\$27,828,038

* City has the ability to make the election to delay receipt of first increment until up to 4 years from approval date

(1) Total estimated market value based on developer site plan assumptions

preliminary and subject to further review. Includes 3% annual market value inflator

(2) Total net tax capacity based on commercial-industrial class rate of 1.5% first \$150,000 value and 2% value above \$150,000 and residential rental class rate of 1.25%

(3) Original net tax capacity based on 2024/2025 existing property value

(4) Total local combined tax rate available for taxes payable 2024

Estimated Impact on Other Taxing Jurisdictions Report

City of Blaine, Minnesota

Tax Increment Financing (Redevelopment) District No. 1-25

105th Street Redevelopment Area - East District

Draft TIF Plan Exhibits based on development plans with \$173M new taxable value

Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District					
	2023/2024 Taxable Net Tax Capacity (1)	2023/2024 Local Tax Rate	2023/2024 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax Capacity +	New Taxable Net Tax Capacity =	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Blaine	115,360,897	33.319%	115,360,897	\$4,358,632	119,719,529	32.106%	1.213%	1,399,380
Anoka County	544,150,478	25.629%	544,150,478	4,358,632	548,509,110	25.425%	0.204%	1,108,197
ISD #16	70,942,654	26.128%	70,942,654	4,358,632	75,301,286	24.616%	1.512%	1,072,905
Other (2)	---	4.498%	---	4,358,632	---	4.498%	---	---
Totals		89.574%				86.645%	2.929%	

*** Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 2.929% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.

(2) The impact on these taxing jurisdictions has not been calculated. They represent 5.02% of the total tax rate.

Market Value Analysis Report

City of Blaine, Minnesota

Tax Increment Financing (Redevelopment) District No. 1-25

105th Street Redevelopment Area - East District

Draft TIF Plan Exhibits based on development plans with \$173M new taxable value

<u>Assumptions</u>			
Present Value Date		11/01/24	
P.V. Rate - Gross T.I.		5.00%	
Increase in EMV With TIF District		\$341,594,225	
Less: P.V of Gross Tax Increment		29,398,501	
Subtotal		\$312,195,724	
Less: Increase in EMV Without TIF		0	
Difference		\$312,195,724	
	Year	Annual Gross Tax Increment	Present Value @ 5.00%
1	2028	377,608	308,143
2	2029	1,381,257	1,073,486
3	2030	1,920,608	1,421,580
4	2031	1,981,730	1,396,972
5	2032	2,044,686	1,372,716
6	2033	2,109,530	1,348,809
7	2034	2,176,320	1,325,251
8	2035	2,245,114	1,302,041
9	2036	2,315,971	1,279,175
10	2037	2,388,955	1,256,653
11	2038	2,464,127	1,234,472
12	2039	2,541,555	1,212,630
13	2040	2,621,306	1,191,125
14	2041	2,703,449	1,169,953
15	2042	2,788,056	1,149,113
16	2043	2,875,202	1,128,600
17	2044	2,964,962	1,108,413
18	2045	3,057,415	1,088,548
19	2046	3,152,642	1,069,002
20	2047	3,250,725	1,049,772
21	2048	3,351,751	1,030,854
22	2049	3,455,807	1,012,245
23	2050	3,562,986	993,941
24	2051	3,673,379	975,940
25	2052	3,787,085	958,237
26	2053	3,904,201	940,830
		\$69,096,427	\$29,398,501

Redevelopment TIF District Qualifications Report

CITY OF BLAINE
COUNTIES OF ANOKA AND RAMSEY
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE BLAINE ECONOMIC
DEVELOPMENT PROJECT PLAN TO ESTABLISH A REDEVELOPMENT
TAX INCREMENT FINANCING DISTRICT THEREIN, APPROVING A TAX
INCREMENT FINANCING PLAN THEREFOR (105TH STREET REDEVELOPMENT
AREA-EAST DISTRICT) AND AUTHORIZING THE EXECUTION OF A TIF ASSISTANCE
AGREEMENT AND RELATED DOCUMENTS WITH BLAINE TOWN CENTER EAST LLC

BE IT RESOLVED by the City Council (the “Council”) of the City of Blaine, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.01 The Blaine Economic Development Authority (the “EDA”) has proposed to amend the Project Plan (the “Project Plan”) for the Blaine Economic Development Project (the “Project Area”) to establish Tax Increment Financing Redevelopment District No. 1-25 (105th Street Redevelopment Area-East District) (the “TIF District”) within the Project Area and to adopt the Tax Increment Financing Plan relating thereto (the “TIF Plan” and, with the Project Plan, the “Plans”), all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.001 through 469.047, 469.090 through 469.1082, 469.124 through 469.133, and 469.174 through 469.1794, all inclusive, and as amended (collectively, the “TIF Act”), all as reflected in that certain document, dated the date hereof, entitled “Amendments Relating to Blaine Economic Development Project Plan of the Blaine Economic Development Authority including establishment and approval of the Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 1-25 (105th Street Redevelopment Area-East District)” and presented for the Council’s consideration.

1.02 The Council has investigated the facts relating to the amendment of the Project Plan, the establishment of the TIF District and the adoption of the TIF Plan.

1.03 The City has performed all actions required by law to be performed prior to the establishment of the TIF District and the adoption and approval of the Plans, including, but not limited to, delivering the Plans to the Auditor of Anoka County (the “County”), the Clerk of the Anoka-Hennepin School District (the “School District”) and the individual affected County Commissioner; reviewing the Plans for conformity with the City’s comprehensive plan; and holding a public hearing thereon on date hereof following notice thereof published in the City’s official newspaper at least 10 but not more than 30 days prior to the public hearing.

1.04 Certain written reports and other documentation, information and materials (collectively, the “Materials”) relating to the establishment of the TIF District and the approval and adoption of the Plans, including information supplied by EB Blaine Development and Blaine Town Center East LLC (or an affiliate thereof, the “Developer”) as to the activities contemplated

therein, have heretofore been assembled or prepared by staff or others and submitted to the Council and/or made a part of the City or EDA files and proceedings on the TIF Plan. The Materials, which are incorporated herein by reference, include data, information and/or substantiation constituting or relating to (1) the “studies and analyses” on why the new TIF District meets the requirements to be a redevelopment tax increment financing district, including a report prepared by LHB, Inc., Minneapolis, Minnesota, dated the date hereof (the “Blight Report”), (2) why the TIF District meets the so-called “but for” test, including an analysis of the proforma and other materials submitted by the Developer; and (3) the bases for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Materials, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05 The Developer has proposed the demolition of existing substandard buildings in the TIF District and the construction thereon of a new mixed-use development that is anticipated to incorporate housing, retail, office, parking and other compatible uses including the construction of approximately 629 new multifamily housing apartments between 3 buildings with structured and surface parking spaces and supporting amenities and 150,000 square foot medical office building (the “Development”) and has requested that the City provide tax increment assistance to pay a portion of the public redevelopment costs of the Development.

1.06 The City plans to issue its Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C (together with any bonds issued to refund such bonds, the “TIF Bonds”) to finance a portion of the public redevelopment costs of the Development.

1.07 The TIF Bonds will be used to fund a business subsidy to the Developer in connection with the Development (the “Business Subsidy”) within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended, (the “Business Subsidy Act”), and in connection therewith the City and the Developer will execute the TIF Agreement defined below in accordance with the proposed terms on file with the City, which constitutes a “business subsidy agreement” as required under the Business Subsidy Act; and

1.08 The City on this date held a duly noticed public hearing on granting the Business Subsidy to the Developer and setting the wage and job goals at zero in accordance with the Business Subsidy Act.

Section 2. Findings for the Modification of the Redevelopment Plan, the Creation of the TIF District and Adoption of a TIF Plan Therefor.

2.01 The Council hereby approves the amendment to the Project Plan and specifically finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid sought under the Redevelopment Plan; (b) the Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project Area by private enterprise; and (c) the Redevelopment Plan conforms to the general plan for the development of the City as a whole. The Project Area is not being expanded and the only modification of the Redevelopment Plan relates to the incorporation by reference of the proposed TIF District and the terms of the TIF Plan therefor.

2.02 The Council hereby finds that the TIF District is in the public interest and is a redevelopment district, as defined in Minnesota Statutes, Section 469.174, Subdivision 10 for the following reasons:

The TIF District is, pursuant to Minnesota Statutes, Section 469.174, Subdivision 10, a “redevelopment district” because it consists of a project or portions of a project within which the following conditions, reasonably distributed throughout the TIF District, exist: (1) parcels consisting of at least 70% of the area of the TIF District are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and (2) more than 50% of the buildings located within the TIF District are deemed “structurally substandard” (within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10(b) and (c)) to a degree requiring substantial renovation or clearance. Such conditions are reasonably distributed throughout the geographic area of the proposed TIF District.

The TIF District consists of 15 parcels which are “occupied” (i.e. 100% of the parcels in the TIF District which is more than 70%) as defined in Minnesota Statutes, Section 469.174, Subd. 10(e), in that at least 15% of the area of each parcel is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures. There are 15 buildings in the TIF District, and 11 of those buildings (i.e. 73.3% of the buildings in the TIF District which is more than 50%) are structurally substandard to a degree requiring substantial renovation or clearance. In addition, the costs of bringing the structurally substandard building into compliance with building codes applicable to new buildings would exceed 15% of the cost of constructing new structures of the same size and type on the site.

The Materials, including, without limitation, the Blight Report and the supporting facts for these determinations, are on file with the staff of the City. There have been no building permits issued or improvements made to the parcel or the building since the date of the report.

2.03 The Council hereby makes the following additional findings in connection with the TIF District:

(a) The Council further finds that the proposed Development, in the opinion of Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding being:

The property on which the proposed Development will occur would not be developed in the reasonably foreseeable future. The estimated total redevelopment costs for this property make the total cost of this effort significantly higher than costs reasonably incurred for similar developments on a clean site. The demolition and redevelopment costs are higher than for new development and would make development infeasible. The Developer has represented that it could not proceed with the Development without tax increment assistance.

(b) The Council further finds that the Plans conform to the general plan for the development or redevelopment of the City as a whole. The specific basis for such finding being:

The Council reviewed the Plans and found that the Plans conform to the general plan for the development or redevelopment of the City as a whole. The TIF Plan will generally complement and serve to implement policies adopted in the City's comprehensive plan. The City has determined that the Development proposed in the TIF Plan conforms to the City comprehensive plan and is or will be in substantial accordance with the existing zoning or any permitted exception for the property and is consistent with other uses in the area. The anticipated redevelopment of the project site and any subsequent demolition, reconstruction, or renovation related to the Development will remain consistent with the City's design goals and the Blaine Town Center Master Plan, dated May 27, 2022.

(c) The Council further finds that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development or redevelopment of the Project Area by private enterprise. The specific basis for such finding being:

The Development proposed to occur within the TIF District will afford maximum opportunity for the removal of the substandard buildings and the development of the applicable parcels consistent with the needs of the City and the planning goals of the City. The Development will increase the taxable market valuation of the City. The Development will expand the number and type of available housing and commercial options in the City and help fulfill the need for such housing in the City.

(d) For purposes of compliance with Minnesota Statutes, Section 469.175, Subdivision 3(d), the Council hereby finds that the increased market value of the property to be developed within the TIF District that could reasonably be expected to occur without the use of tax increment financing is likely \$0 (other than amounts due to inflation), which is less than the increased market value estimated to result from the proposed development (approximately \$341,594,255), after subtracting the present value of the projected tax increments for the maximum duration of the TIF District (approximately \$29,042,089), which is approximately \$312,552,136. In making these findings, the Council has noted that the existing building on the property is blighted and would likely remain in its current condition or further deteriorate if tax increment financing were not available for redevelopment. Thus, the use of tax increment financing will be a positive net gain to the City, the School District, and the County, and the tax increment assistance does not exceed the benefit which will be derived therefrom.

2.04 The provisions of this Section 2 are hereby incorporated by reference into and made a part of the TIF Plan and the findings in the TIF Plan are incorporated herein by reference and made a part hereof.

2.05 The Council further finds that the Plans are intended and, in the judgment of this Council, their effect will be, to promote the public purposes and accomplish the objectives specified therein.

Section 3. Creation of the TIF District and Approval and Adoption of the Plans; Interfund Loans.

3.01 The creation of the TIF District and the amendment to the Project Plan and the adoption of the TIF Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established and adopted.

3.02 The City elects to retain all of the captured tax capacity to finance the costs of the TIF District. The City elects the method of tax increment computation set forth in Minnesota Statutes, Section 469.177, Subd. 3(b).

3.03 In accordance with Minnesota Statutes, Section 469.175, Subd. 1(b), the City elects to delay the receipt of the first increment until tax payable year 2028.

3.04 The staff of the City and the advisors and legal counsel of the City and the EDA are authorized and directed to proceed with the implementation of the TIF District and the TIF Plan. City staff shall, in writing, request the Anoka County Auditor to certify the new TIF District and shall file the Plans with the Commissioner of Revenue and the Office of the State Auditor.

3.05 The County Auditor is requested to certify the original net tax capacity of the District, as described in the TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution. The Council finds that no “improvement” was made, within the meaning of Minn. Stat., Section 469.177, Subd. 4, under a permit issued during the 18 months immediately preceding the adoption of this resolution.

3.06 The Council hereby approves interfund loans or advances (“Loans”) for the TIF District, as follows:

(a) The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses in an amount up to \$3,442,384 and costs associated with land, buildings and site improvements in an amount up to \$67,405,295) payable from the TIF District as provided in the TIF Plan as originally adopted or as it may be amended, may need to be financed on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Finance Director from time to time.

(b) Loans may be advanced if and as needed from available monies in the City’s or the EDA’s general fund or other City or EDA funds designated by the City Finance Director. Loans may be structured as draw-down or “line of credit” obligations of the lending fund(s).

(c) Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans may exceed \$70,847,679 outstanding at any time.

(d) All Loans shall mature not later than February 1, 2054 or such earlier date as the City Finance Director may specify in writing. All Loans may be prepaid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds or other eligible sources including, but not limited to, other bonds to be issued by the City.

(e) The outstanding and unpaid principal amount of each Loan shall bear interest at the rate of 8.00%, which does not exceed the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Minnesota Statutes, Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the City Finance Director to specify a lower rate (but not less than the City's or the EDA's then-current average investment return for similar amount and term).

(f) Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the City Finance Director shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Section 4. Approval of Development Documents.

4.01 There has been prepared and presented to the City Council for its consideration a TIF Assistance Agreement (the "TIF Agreement"), between the City and the Developer stating the Developer's responsibilities and the terms and conditions City's assistance with financing certain eligible costs of the Development, a related Disbursing Agreement (the "Disbursing Agreement"), between the City and the Developer in connection with the disbursement of proceeds of the City's TIF Bonds for a portion of the public redevelopment costs of the Development and a Tax Increment Pledge Agreement between the City and the EDA (the "Pledge Agreement").

4.02 The City Council hereby approves the Abatement Agreement, the Disbursing Agreement and the Pledge Agreement in substantially the forms presented to the City Council, together with any related documents necessary in connection therewith, including but not limited to, and any agreements referred to therein, (collectively, the "Development Documents") and hereby authorizes the Mayor and City Manager to negotiate the final terms thereof and, in their discretion and at such time, if any, as they may deem appropriate, to execute the same on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder.

4.03 The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof.

This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein.

4.04 In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

4.05 The City authorizes the tax increments to fund the Business Subsidy under the applicable business subsidy agreements. The City finds and determines that providing the Business Subsidy to the Developer is in the public interest and will further the objectives of its general plan of economic development because it will remove blight in the TIF District, put underutilized property to productive use, increase the tax base, and provide community facilities and amenities envisioned as part of the 105th Redevelopment Master Plan. The City hereby determines that the creation or retention of jobs is not a goal the proposed development for purposes of the Business Subsidy Act. Therefore, the wage and job goals may be and hereby are set at zero in the applicable business subsidy agreements in accordance with the Business Subsidy Act.

4.06 The City Council hereby determines that the execution and performance of the Development Documents will help realize the public purposes of the Act.

PASSED on October 7, 2024, by the Blaine City Council.

Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, the undersigned, being the duly qualified and acting City Clerk of the City of Blaine, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a duly called and regularly held meeting of the City Council of said City held on October 7, 2024, with the original minutes thereof on file in my office and I further certify that the same is a full, true, and correct transcript thereof insofar as said minutes relate to the tax increment and related actions referenced therein with respect to Tax Increment Financing District No. 1-25.

Councilmember _____ moved the adoption of the foregoing resolution, the reading of which was waived by unanimous consent of the Council, and said motion was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed adopted.

WITNESS My hand officially and the official seal of the City this ____ day of _____, 2024.

City Clerk
Blaine, Minnesota

REPORT OF INSPECTION PROCEDURES AND RESULTS
FOR
DETERMINING QUALIFICATIONS
OF A
TAX INCREMENT FINANCING DISTRICT

TOWN CENTER
REDEVELOPMENT TIF DISTRICT

Prepared for

CITY OF BLAINE, MINNESOTA

October 2, 2024

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Part 1: Executive Summary

Purpose of the Evaluation

LHB was hired by the City of Blaine to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District (“TIF District”) proposed to be established by the City. The proposed TIF District is bounded by 106th Lane NE, Radisson Road NE, 105th Avenue NE, and bisected by Nassau Street NE (Diagram 1). The purpose of LHB’s work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether fifteen (15) buildings on fifteen (15) parcels located within the proposed TIF District, meet the qualifications required for a Redevelopment District.

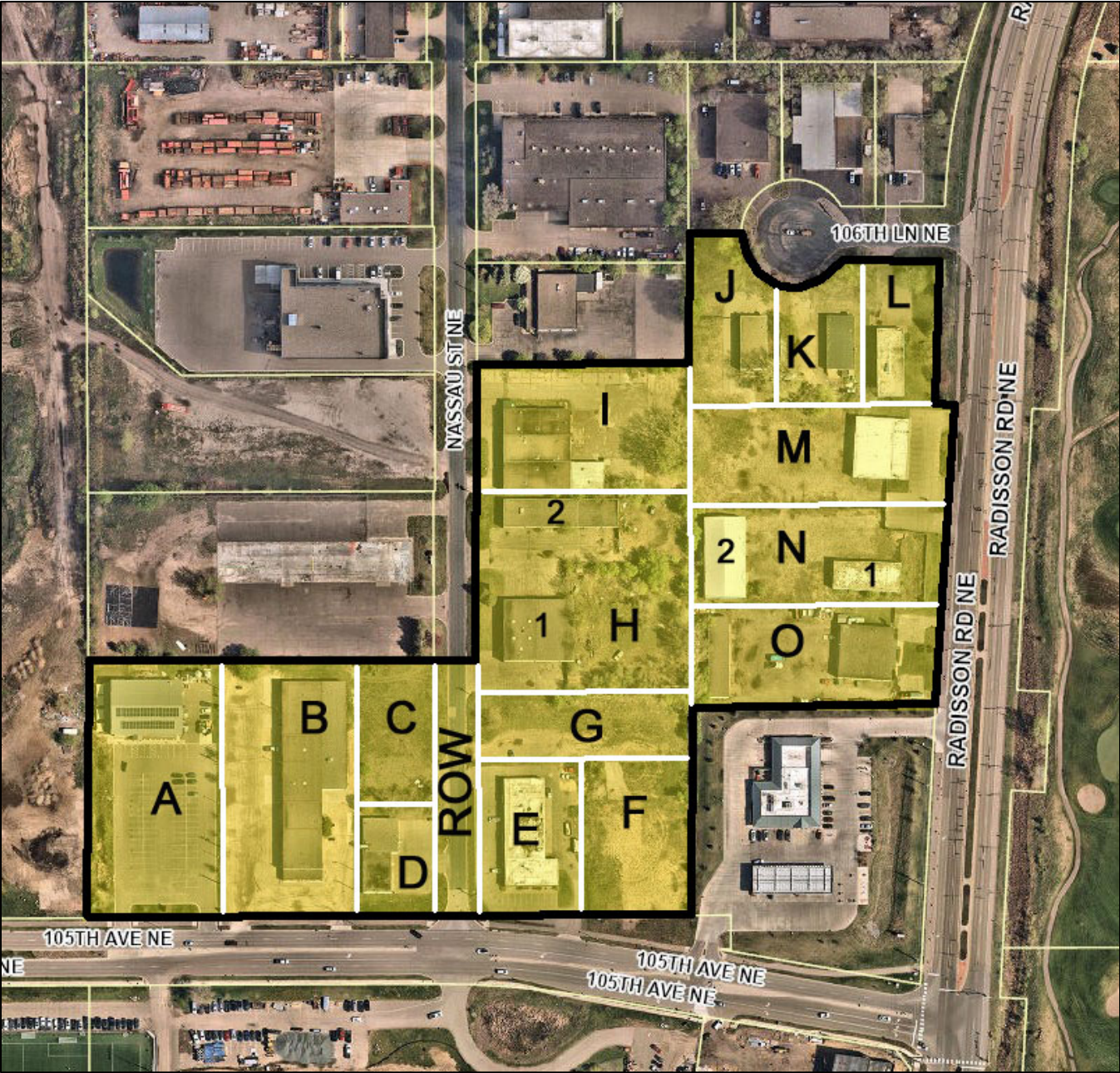


Diagram 1: Proposed TIF District

Scope of Work

The proposed TIF District consists of fifteen (15) parcels and one ROW area with fifteen (15) structures. Eleven (11) buildings were inspected on March 7, 2022, July 12, 2023, August 23, 2024, and August 30, 2024. Building Code and Condition Deficiency reports for the buildings that were inspected and found substandard are in Appendix B.

Conclusion

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 100 percent which is above the 70 percent requirement.
- 73.3 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed.

The remainder of this report describes our process and findings in detail.

Part 2: Minnesota Statute 469.174, Subdivision 10 Requirements

The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

Interior Inspection

"The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."

Exterior Inspection and Other Means

"An interior inspection of the property is not required, if the municipality finds that

(1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and

(2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."

Documentation

"Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3(1)."

Qualification Requirements

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires three tests for occupied parcels:

1. COVERAGE TEST

- a. *Minnesota Statutes, Section 469.174, Subdivision 10(a)(1)* states:

"parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots..."

- b. The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states:

"For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures."

2. CONDITION OF BUILDINGS TEST

- a. Minnesota Statutes, Section 469.174, Subdivision 10(a) states:

"...and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"

- b. Structurally substandard is defined under Minnesota Statutes, Section 469.174, Subdivision 10(b), which states:

"For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

- i. We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)* defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.
- c. Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in Subdivision 10(c) which states:

"A building is not structurally substandard if it follows the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence based on reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."

"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."

- i. LHB counts energy code deficiencies toward the 15 percent code threshold required by Minnesota Statutes, Section 469.174, Subdivision 10(c)) for the following reasons:
- 1) The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
 - 2) Chapter 13 of the 2015 *Minnesota Building Code* states, "Buildings shall be designed and constructed in accordance with the *International Energy Conservation Code*." Furthermore, Minnesota Rules, Chapter 1305.0021 Subpart 9 states, "References to the *International Energy Conservation Code* in this code mean the *Minnesota Energy Code*..."
 - 3) Chapter 11 of the 2015 Minnesota Residential Code incorporates Minnesota Rules, Chapters, 1322 and 1323 *Minnesota Energy Code*.
 - 4) The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
 - 5) In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.
 - 6) Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. For an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost

of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

3. DISTRIBUTION OF SUBSTANDARD BUILDINGS

- a. Minnesota Statutes, Section 469.174, Subdivision 10, defines a Redevelopment District and requires one or more of the following conditions “reasonably distributed throughout the district.”:
 - “(1) Parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;
 - (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way;
 - (3) tank facilities, or property whose immediately previous use was for tank facilities...”
- b. Our interpretation of the distribution requirement is that the substandard buildings must be reasonably distributed throughout the district as compared to the location of all buildings in the district. For example, if all the buildings in a district are located on one half of the area of the district, with the other half occupied by parking lots (meeting the required 70 percent coverage for the district), we would evaluate the distribution of the substandard buildings compared with only the half of the district where the buildings are located. If all the buildings in a district are located evenly throughout the entire area of the district, the substandard buildings must be reasonably distributed throughout the entire area of the district. We believe this is consistent with the opinion expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

Part 3: Procedures Followed

LHB inspected a building at 10524 Nassau Street NE on March 7, 2022. The building was verified as substandard by the City of Blaine EDA Resolution 22-04 on March 21, 2022, and demolished soon after, allowing the building to be included in this TIF District established within three years of demolition.

LHB also inspected a building at 10601 Nassau St NE on July 12, 2023. The building was verified as substandard by the City of Blaine EDA Resolution 23-136 on August 21, 2023.

Nine more buildings were inspected on August 23 and August 30, 2024.

Four buildings within the District were not inspected.

Part 4: Findings

1. Coverage Test

- a. The total square foot area of the parcel in the proposed TIF District was obtained from City records, GIS mapping and site verification.
- b. The total square foot area of buildings and site improvements on the parcels in the proposed TIF District was obtained from City records, GIS mapping and site verification.

- c. The percentage of coverage for each parcel in the proposed TIF District was computed to determine if the 15 percent minimum requirement was met. The total square footage of parcels meeting the 15 percent requirement was divided into the total square footage of the entire district to determine if the 70 percent requirement was met.

FINDING

The proposed TIF District met the coverage test under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which resulted in parcels consisting of 100 percent of the area of the proposed TIF District being occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures (Diagram 2). This exceeds the 70 percent area coverage requirement for the proposed TIF District under *Minnesota Statutes, Section 469.174, Subdivision (a) (1)*.

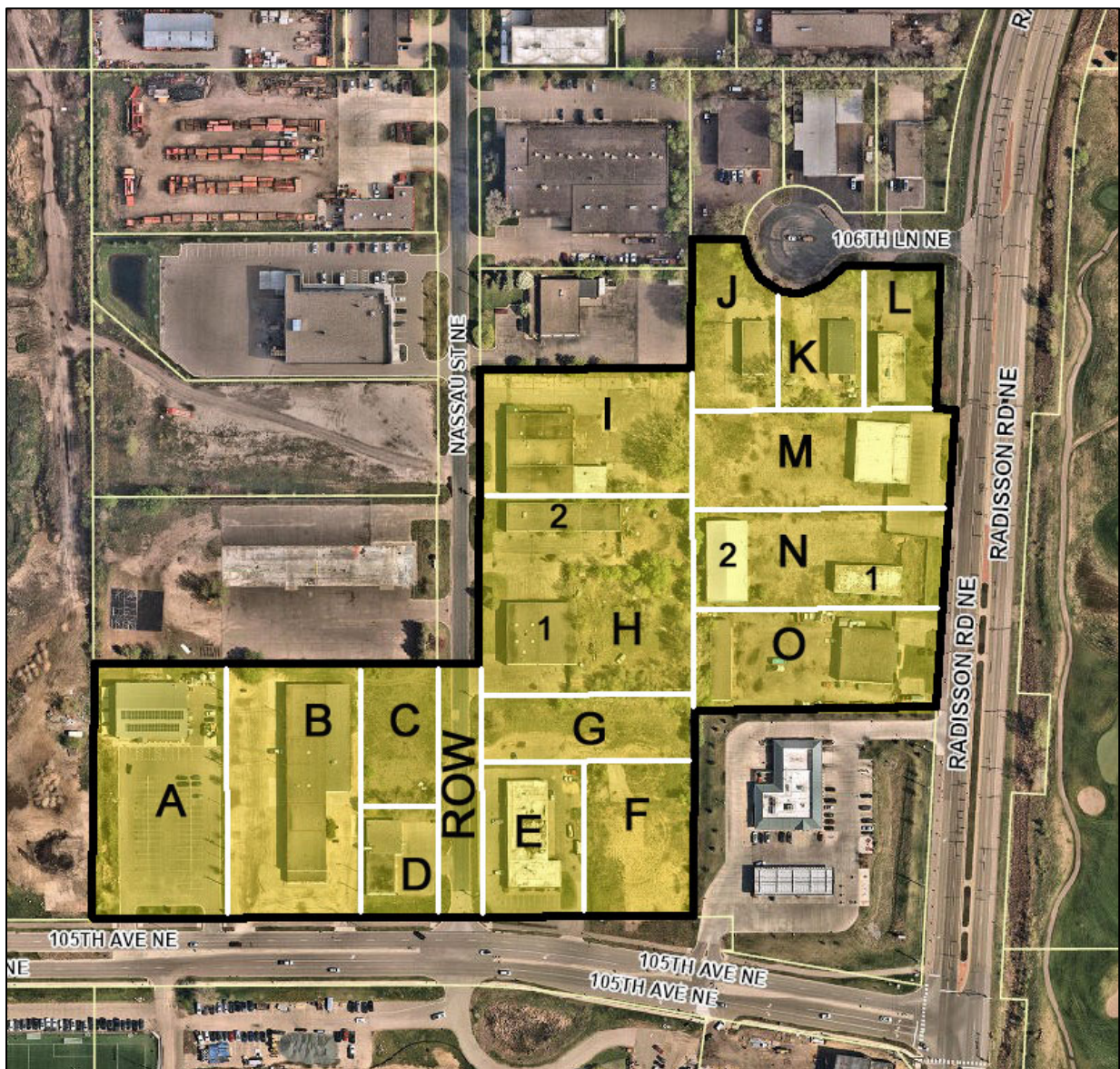


Diagram 2 – Coverage Diagram

Shaded area depicts a parcel more than 15 percent occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures.

2. Condition of Building Test

a. BUILDING INSPECTION

- i. The first step in the evaluation process is the building inspection. After an initial walk-thru, the inspector makes a judgment whether a building “appears” to have enough defects or deficiencies of sufficient total significance to justify substantial renovation or clearance. If it does, the inspector documents with notes and photographs code and non-code deficiencies in the building.

b. REPLACEMENT COST

- i. The second step in evaluating a building to determine if it is substandard to a degree requiring substantial renovation or clearance is to determine its replacement cost. This is the cost of constructing a new structure of the same square footage and type on site. Replacement costs were researched using R.S. Means Cost Works square foot models for 2024.
- ii. A replacement cost was calculated by first establishing building use (office, retail, residential, etc.), building construction type (wood, concrete, masonry, etc.), and building size to obtain the appropriate median replacement cost, which factors in the costs of construction in Blaine, Minnesota.
- iii. Replacement cost includes labor, materials, and the contractor’s overhead and profit. Replacement costs do not include architectural fees, legal fees or other “soft” costs not directly related to construction activities. Replacement cost for each building is tabulated in Appendix A.

c. CODE DEFICIENCIES

- i. The next step in evaluating a building is to determine what code deficiencies exist with respect to such building. Code deficiencies are those conditions for a building which are not in compliance with current building codes applicable to new buildings in the State of Minnesota.
- ii. Minnesota Statutes, Section 469.174, Subdivision 10(c), specifically provides that a building cannot be considered structurally substandard if its code deficiencies are not at least 15 percent of the replacement cost of the building. As a result, it was necessary to determine the extent of code deficiencies for each building in the proposed TIF District.
- iii. The evaluation was made by reviewing all available information with respect to such buildings contained in City Building Inspection records and making interior and exterior inspections of the buildings. LHB utilizes the current Minnesota State Building Code as the official code for our evaluations. The Minnesota State Building Code is a series of provisional codes written specifically for Minnesota only requirements, adoption of several international codes, and amendments to the adopted international codes.
- iv. After identifying the code deficiencies in each building, we used R.S. Means Cost Works 2024; Unit and Assembly Costs to determine the cost of correcting the identified deficiencies. We were then able to compare the correction costs with the replacement cost of each building to determine if the costs for correcting code deficiencies meet the required 15 percent threshold.

FINDING

Eleven (11) out of fifteen (15) buildings (73.3 percent) in the proposed TIF District contained code deficiencies exceeding the 15 percent threshold required by Minnesota Statutes, Section 469.174, Subdivision 10(c). Building Code, Condition Deficiency and Context Analysis reports for the buildings in the proposed TIF District can be found in Appendix B of this report.

d. SYSTEM CONDITION DEFICIENCIES

- i. If a building meets the minimum code deficiency threshold under Minnesota Statutes, Section 469.174, Subdivision 10(c), then for such building to be “structurally substandard” under Minnesota Statutes, Section 469.174, Subdivision 10(b), the building’s defects, or deficiencies should be of sufficient total significance to justify “substantial renovation or clearance.” Based on this definition, LHB re-evaluated each of the buildings that met the code deficiency threshold under Minnesota Statutes, Section 469.174, Subdivision 10(c), to determine if the total deficiencies warranted “substantial renovation or clearance” based on the criteria we outlined above.
- ii. System condition deficiencies are a measurement of defects or substantial deterioration in site elements, structure, exterior envelope, mechanical and electrical components, fire protection and emergency systems, interior partitions, ceilings, floors, and doors.
- iii. The evaluation of system condition deficiencies was made by reviewing all available information contained in City records, and making interior and exterior inspections of the buildings. LHB only identified system condition deficiencies that were visible upon our inspection of the building or contained in City records. We did not consider the amount of “service life” used up for a particular component unless it was an obvious part of that component’s deficiencies.
- iv. After identifying the system condition deficiencies in each building, we used our professional judgment to determine if the list of defects or deficiencies is of sufficient total significance to justify “substantial renovation or clearance.”

FINDING

In our professional opinion, eleven (11) out of fifteen (15) buildings (73.3 percent) in the proposed TIF District are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. This exceeds the 50 percent requirement of Subdivision 10a(1).

3. Distribution of Substandard Structures

Much of this report has focused on the condition of individual buildings as they relate to requirements identified by Minnesota Statutes, Section 469.174, Subdivision 10. It is also important to look at the distribution of substandard buildings throughout the geographic area of the proposed TIF District (Diagram 3).

FINDING

The parcels with substandard buildings are reasonably distributed compared to all parcels that contain buildings.

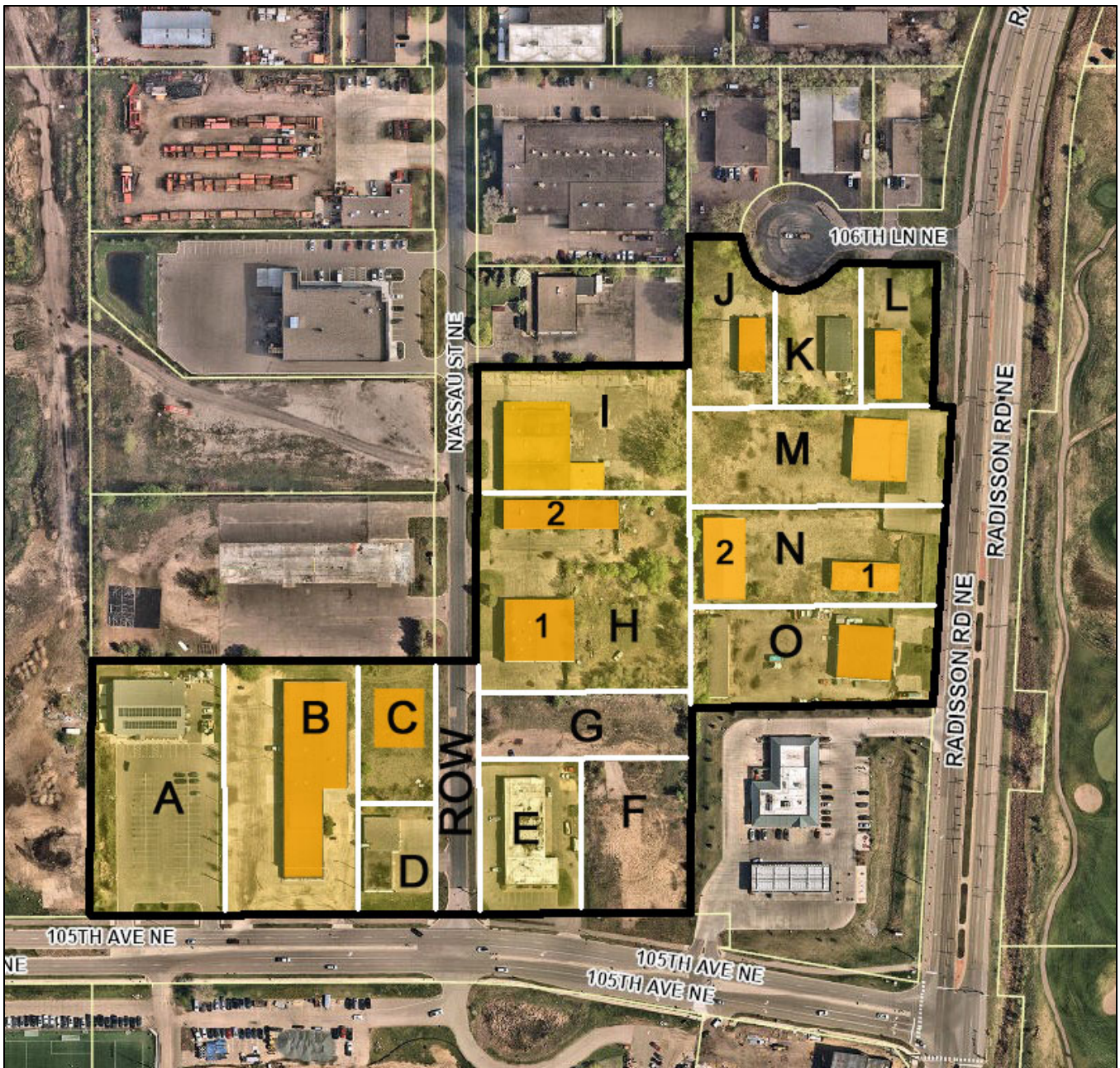


Diagram 3 – Substandard Buildings

Shaded light yellow area depicts parcels with buildings.
 Shaded orange area depicts substandard buildings.

Part 5: Team Credentials

Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst

Michael has 38 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial, and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 120 cities with strategic planning for TIF Districts. He is an Architectural Principal and Vice President at LHB.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including a term as a City Council President, Chair of a Metropolitan Planning Organization, and Chair of the Edina Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

Phil Fisher – Inspector

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

Appendices

- APPENDIX A Property Condition Assessment Summary Sheet
- APPENDIX B Building Code, Condition Deficiency and Context Analysis Reports
- APPENDIX C Building Replacement Cost Reports
 - Code Deficiency Cost Reports
 - Photographs

APPENDIX A

Property Condition Assessment Summary Sheet

Blaine Town Center Redevelopment TIF District

Property Condition Assessment Summary Sheet

Blaine, Minnesota

TIF Map No.	PID #	Property Address	Improved or Vacant	Survey Method Used	Site Area (S.F.)	Coverage Area of Improvements (S.F.)	Coverage Percent of Improvements	Coverage Quantity (S.F.)	No. of Buildings	Building Replacement Cost	15% of Replacement Cost	Building Code Deficiencies	No. of Buildings Exceeding 15% Criteria	No. of buildings determined substandard	
A	21.31.23.24.0015	2025 105th Ave NE	Improved	Exterior	76,665	56,552	73.8%	76,665	1	Note 1			0	0	
B	21.31.23.24.0016	2043 105th Ave NE	Improved	Interior/Exterior	76,665	71,360	93.1%	76,665	1	\$2,821,074	\$423,161	\$1,018,360	1	1	
C	21.31.23.24.0010	10524 Nassau St NE **	Improved	Interior/Exterior	25,264	18,948	75.0%	25,264	1	\$545,357	\$81,804	\$163,096	1	1	
D	21.31.23.24.0009	10500 Nassau St NE	Improved	Exterior	19,602	11,906	60.7%	19,602	1	Note 1			0	0	
ROW	NA	NA	Improved	Exterior	24,960	24,960	100.0%	24,960	0						
E	21.31.23.24.0014	2101 105th AVE NE	Improved	Exterior	36,429	30,936	84.9%	36,429	1	Note 1			0	0	
F	21.31.23.24.0013	2111 105th Ave NE	Vacant	Exterior	38,756	14,688	37.9%	38,756	0						
G	21.31.23.24.0006	10525 Nassau St NE	Vacant	Exterior	32,053	9,107	28.4%	32,053	0						
H1	21.31.23.24.0005	10549 Nassau St NE	Improved	Interior/Exterior	94,961	40,069	42.2%	94,961	1	\$1,100,032	\$165,005	\$440,800	1	1	
H2	21.31.23.24.0005	10591 Nassau St NE	Improved	Interior/Exterior	See H1				1	\$955,156	\$143,273	\$353,030	1	1	
I	21.31.23.24.0030	10601 Nassau St NE **	Improved	Interior/Exterior	60,742	59,527	98.0%	60,742	1	\$1,970,890	\$295,634	\$921,536	1	1	
J	21.31.23.24.0023	2150 106th LN NE	Improved	Interior/Exterior	30,056	8,954	29.8%	30,056	1	\$497,084	\$74,563	\$172,076	1	1	
K	21.31.23.24.0024	2170 106th LN NE	Improved	Interior/Exterior	24,829	10,978	44.2%	24,829	1	Note 1			0	0	
L	21.31.23.24.0025	2190 106th LN NE	Improved	Interior/Exterior	23,958	8,441	35.2%	23,958	1	\$653,073	\$97,961	\$158,702	1	1	
M	21.31.23.24.0004	10600 Radisson RD NE	Improved	Interior/Exterior	57,934	17,740	30.6%	57,934	1	\$1,038,481	\$155,772	\$507,914	1	1	
N1	21.31.23.24.0003	10590 Radisson RD NE	Improved	Interior/Exterior	56,628	11,445	20.2%	56,628	1	\$552,167	\$82,825	\$168,220	1	1	
N2	21.31.23.24.0003	10590 Radisson RD NE	Improved	Interior/Exterior	See N1				1	\$695,066	\$104,260	\$254,238	1	1	
O	21.31.23.24.0002	10550 Radisson RD NE ***	Improved	Interior/Exterior	55,398	41,014	74.0%	55,398	1	\$1,024,390	\$153,659	\$378,360	1	1	
TOTALS					734,900				734,900	15				11	11
Note **: This parcel was inspected at an earlier date and documented in a Letter of Finding					Total Coverage Percent:			100.0%							
Note ***: This parcel includes a garage which is considered an outbuilding								Percent of buildings exceeding 15 percent code deficiency threshold:			73.3%				
Note 1: This building was not inspected on the interior								Percent of buildings determined substandard:			73.3%				

APPENDIX B

Building Code, Condition Deficiency and Context Analysis Reports

Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel B

Commercial Building

Address:	2043 105 th Avenue Northeast, Blaine, Minnesota 55449
Parcel ID:	21-31-23-24-0016
Inspection Date(s) & Time(s):	August 23, 2024, 2:45 PM
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	It is our professional opinion that this building is Substandard because: - Substantial renovation is required to correct Conditions found. - Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.
Estimated Replacement Cost:	\$2,821,074
Estimated Cost to Correct Building Code Deficiencies:	\$1,018,360
Percentage of Replacement Cost for Building Code Deficiencies:	36.1%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Some door hardware does not comply with code.
 - c. The stairs do not comply with code.
 - d. The emergency lighting system does not comply with code.
 - e. There is no code required emergency notification system.
 - f. There is no code required building sprinkler system.

- g. There are no code required smoke detectors in the building.
 - h. The electrical circuit panels are not code compliant.
4. Layout and Condition of Interior Partitions/Materials
- a. The carpet is stained and should be replaced.
 - b. Interior walls should be repaired and repainted.
 - c. Missing ceiling tile should be replaced.
5. Exterior Construction
- a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - c. Mortar is missing, allowing for water intrusion which is contrary to code.
 - d. Exterior block walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Steel lintels should be protected from rusting per code.
- 2. Code required accessible parking should be established.
- 3. A code required accessible route into the building should be established.
- 4. Restrooms should be modified to comply with the accessibility code.
- 5. Code required drinking fountains should be installed.
- 6. Install a code compliant lighting system.
- 7. Install a code compliant electrical wiring system.
- 8. Install a code compliant HVAC system.
- 9. Modify thresholds to comply with code for maximum height.
- 10. Replace non code compliant door hardware.
- 11. Modify stairs to comply with code.
- 12. Install a code compliant emergency lighting system.
- 13. Install a code required emergency notification system.
- 14. Install code required smoke detectors.
- 15. Install a code required building sprinkler system.
- 16. Circuit breaker boxes are missing covers for openings which is contrary to code.
- 17. Replace failing roofing materials to prevent water intrusion per code.
- 18. Repair cracked block walls to prevent water intrusion per code.
- 19. Replace missing mortar to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building has several vacant suites. Code required accessible parking should be established. A code required accessible route into the building should be created. Restrooms should be modified to comply with code. Steel lintels should be protected from rusting. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. The carpeting is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. The circuit breaker boxes have openings that should be covered to comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. A code required building sprinkler system should be installed. The stairs should be modified to comply with code. Code required drinking fountains should be installed. Missing brick mortar should be replaced to prevent water intrusion per code. Failing roofing materials should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel C

Metal Building

Address: 10524 Nassau Street Northeast, Blaine, Minnesota 55449
Parcel ID: 21-31-23-24-0010
Inspection Date(s) & Time(s): March 7, 2022, 12:50 PM
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:
- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost: \$545,357
Estimated Cost to Correct Building Code Deficiencies: \$163,096
Percentage of Replacement Cost for Building Code Deficiencies: 29.9%

DEFECTS IN STRUCTURAL ELEMENTS

1. None

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no electrical service connected to the building.
 - b. There is no potable water connected to the building.
 - c. There is no code required accessible parking.
 - d. There is no code required accessible route into the building.
 - e. There is no code required accessible restroom.
 - f. There is no code required accessible drinking water.
2. Light and Ventilation
 - a. The lighting does not comply with code.
 - b. The electrical wiring does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Door hardware does not comply with code.
 - c. There are no code required smoke detectors.
 - d. There is no code required emergency lighting system.

- e. There is no code required emergency exit signage.
 - f. There is no code required emergency notification system.
 - g. There is no code required building sprinkler system.
4. Layout and Condition of Interior Partitions/Materials
- a. Interior ceilings should be painted.
 - b. Interior walls should be repaired/repainted.
5. Exterior Construction
- a. Exterior doors should be repainted.
 - b. Exterior walls should be cleaned and repainted.
 - c. Failed metal roofing is allowing for water intrusion which is contrary to code.
 - d. There are exterior wall penetrations that are allowing for water intrusion which is contrary to code.

DESCRIPTION OF CODE DEFICIENCIES

- 1. There is no code required accessible parking.
- 2. There is no code required accessible route into the building.
- 3. There is no code required accessible restroom.
- 4. There is no code required drinking fountain.
- 5. The lighting system does not comply with code.
- 6. The electrical wiring system does not comply with code.
- 7. The HVAC system does not comply with code.
- 8. Thresholds do not comply with code for maximum height.
- 9. Door hardware does not comply with code.
- 10. There are no code required smoke detectors.
- 11. There are no code required emergency exit signage.
- 12. There is no code required emergency lighting.
- 13. There is no code required emergency notification system.
- 14. There is no code required building sprinkler system
- 15. Roofing material has failed allowing for water intrusion which is contrary to code.
- 16. Open wall penetrations are allowing for water intrusion which is contrary to code.

OVERVIEW OF DEFICIENCIES

This building was previously used as a machine shop. There are currently no utilities connected to the building. The exterior walls and roofing material have penetrations in them allowing for water intrusion which is contrary to code. There is no code required accessible parking or route into the building. There is no code required accessible restroom. There is no code required accessible drinking water in the building. The lighting and electrical wiring systems do not comply with code. The HVAC system does not comply with code. Thresholds do not comply with code for maximum height. Door hardware does not comply with code. There is no code required smoke detector system in the building. There is no code required exit signage in the building. There is no code required emergency lights in the building. There is no code required emergency notification system in the building. There is no code required building sprinkler system.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard:

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel H1

Address:
Parcel ID:
Inspection Date(s) & Time(s):
Inspection Type:
Summary of Deficiencies:

Commercial Building

10549 Nassau Street Northeast, Blaine, Minnesota 55449
South Building 21-31-23-24-0005
August 23, 2024, 1:40 PM
Interior and Exterior
It is our professional opinion that this building is Substandard because:
- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$1,100,032
Estimated Cost to Correct Building Code Deficiencies:	\$440,800
Percentage of Replacement Cost for Building Code Deficiencies:	40.1%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Some door hardware does not comply with code.
 - c. The emergency lighting system does not comply with code.
 - d. There is no code required emergency notification system.
 - e. There is no code required building sprinkler system.
 - f. There are no code required smoke detectors in the building.

- g. The electrical circuit panels are not code compliant.
 - h. Floor grates are damaged creating an impediment to emergency egress which is contrary to code.
4. Layout and Condition of Interior Partitions/Materials
- a. Interior walls should be repaired and repainted.
 - b. Block walls have efflorescence which is indicative of water intrusion which is contrary to code.
5. Exterior Construction
- a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Hollow metal door should be repaired and repainted.
 - c. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - d. Mortar is missing, allowing for water intrusion which is contrary to code.
 - e. Windows are failing and allowing for water intrusion which is contrary to code.
 - f. Exterior block walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Steel lintels should be protected from rusting per code.
- 2. Code required accessible parking should be established.
- 3. A code required accessible route into the building should be established.
- 4. Restrooms should be modified to comply with the accessibility code.
- 5. Code required drinking fountains should be installed.
- 6. Install a code compliant lighting system.
- 7. Install a code compliant electrical wiring system.
- 8. Install a code compliant HVAC system.
- 9. Modify thresholds to comply with code for maximum height.
- 10. Replace non code compliant door hardware.
- 11. Install a code compliant emergency lighting system.
- 12. Install a code required emergency notification system.
- 13. Install code required smoke detectors.
- 14. Install a code required building sprinkler system.
- 15. Replace failing roofing materials to prevent water intrusion per code.
- 16. Repair cracked block walls to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building is currently vacant. Code required accessible parking should be established. A code required accessible route into the building should be created. Restrooms should be modified to comply with code. Steel lintels should be protected from rusting. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. The carpet is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. A code required building sprinkler system should be installed. Code required drinking fountains should be installed. Failing roofing materials should be replaced to prevent water intrusion per code. Exterior walls should be repainted. Garage doors are damaged and should be repaired.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel H2

Address:

Parcel ID:

Inspection Date(s) & Time(s):

Inspection Type:

Summary of Deficiencies:

Commercial Building

10591 Nassau Street Northeast, Blaine, Minnesota 55449

North Building 21-31-23-24-0005

August 23, 2024, 1:40 PM

Interior and Exterior

It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:

\$955,156

Estimated Cost to Correct Building Code Deficiencies:

\$353,030

Percentage of Replacement Cost for Building Code Deficiencies:

37.0%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Some door hardware does not comply with code.
 - c. The emergency lighting system does not comply with code.
 - d. There is no code required emergency notification system.
 - e. There is no code required building sprinkler system.
 - f. There are no code required smoke detectors in the building.

- g. The electrical circuit panels are not code compliant.
 - h. Floor grates are damaged creating an impediment to emergency egress which is contrary to code.
4. Layout and Condition of Interior Partitions/Materials
- a. Interior walls should be repaired and repainted.
 - b. Block walls have efflorescence which is indicative of water intrusion which is contrary to code.
5. Exterior Construction
- a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - c. Mortar is missing, allowing for water intrusion which is contrary to code.
 - d. Windows are failing and allowing for water intrusion which is contrary to code.
 - e. Exterior block walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Steel lintels should be protected from rusting per code.
- 2. Code required accessible parking should be established.
- 3. A code required accessible route into the building should be established.
- 4. Restrooms should be modified to comply with the accessibility code.
- 5. Code required drinking fountains should be installed.
- 6. Install a code compliant lighting system.
- 7. Install a code compliant electrical wiring system.
- 8. Install a code compliant HVAC system.
- 9. Modify thresholds to comply with code for maximum height.
- 10. Replace non code compliant door hardware.
- 11. Install a code compliant emergency lighting system.
- 12. Install a code required emergency notification system.
- 13. Install code required smoke detectors.
- 14. Install a code required building sprinkler system.
- 15. Replace failing roofing materials to prevent water intrusion per code.
- 16. Repair cracked block walls to prevent water intrusion per code.
- 17. Replace failed windows to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building is currently vacant. Code required accessible parking should be established. A code required accessible route into the building should be created. Restrooms should be modified to comply with code. Steel lintels should be protected from rusting. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. The carpet is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. A code required building sprinkler system should be installed. A code required drinking fountain should be installed. Failing roofing materials should be replaced to prevent water intrusion per code. Windows are failing, allowing water intrusion which is contrary to code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel I

Concrete Block Building

Address: 10601 Nassau Street Northeast, Blaine, Minnesota 55449
Parcel ID: 21-31-23-24-0030
Inspection Date(s) & Time(s): July 12, 2023, 2:00 PM
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$1,970,890
Estimated Cost to Correct Building Code Deficiencies:	\$921,536
Percentage of Replacement Cost for Building Code Deficiencies:	46.8%

DEFECTS IN STRUCTURAL ELEMENTS

1. Exterior concrete block walls are deteriorating, causing water intrusion which is contrary to code.
2. There are no lintels over concrete block interior openings as required by code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no code required accessible parking.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible route to all levels of the building.
 - d. Restrooms do not comply with code.
 - e. The transaction counter does not comply with the accessibility code.
 - f. There is no code required water fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code.
 - b. Glass doors do not have code required 10-inch kick plates.
 - c. Stairs do not comply with code.

- d. Door hardware does not comply with code.
 - e. There is no code required emergency lighting system.
 - f. There is no code required emergency exit sign system.
 - g. There is no code required smoke detectors.
 - h. There is no code required emergency notification system.
 - i. There is no code required building sprinkler system.
4. Layout and Condition of Interior Partitions/Materials
- a. Ceilings are damaged and should be repaired.
 - b. Walls should be repaired and repainted.
 - c. Interior block walls are failing and should be repaired or replaced.
5. Exterior Construction
- a. The exterior block walls should be repaired and repainted.
 - b. Windows are failing allowing for water intrusion which is contrary to code.
 - c. Exterior overhead doors are damaged and should be replaced.
 - d. Roofing material is failing, allowing for water intrusion which is contrary to code.

DESCRIPTION OF CODE DEFICIENCIES

1. Exterior concrete block walls that are failing should be repaired to prevent water intrusion per code.
2. Interior block walls with openings should have lintels installed per code.
3. Accessible parking should be created per code.
4. Thresholds do not comply with code for maximum height.
5. An accessible route into the building should be created per code.
6. An accessible route to all levels should be created per code.
7. The restrooms should be modified to comply with code.
8. The transaction counter should be modified to comply with code.
9. A code required drinking fountain should be installed.
10. A code-compliant lighting system should be installed.
11. A code-compliant electrical wiring system should be installed.
12. Glass doors should have code required 10-inch kick plates installed.
13. The stairs should be modified to comply with code.
14. Code compliant door hardware should be installed.
15. Code required emergency lighting should be installed.
16. Code required emergency exit signs should be installed.
17. Code required smoke detectors should be installed.
18. A code required emergency notification system should be installed.
19. A code required building sprinkler system should be installed.
20. Failed windows should be replaced to prevent water intrusion per code.
21. Failed roofing material should be replaced to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This building is currently vacant. There are no utilities active in the building. The exterior block walls are deteriorating and allowing water intrusion which is contrary to code. There is no code required accessible parking or an accessible route into the building. There is no code required accessible route to all levels of the building. Thresholds do not comply with code. The restrooms should be modified to comply with code. The lighting and electrical wiring systems do not comply with code. Interior walls and ceilings should be repaired and repainted. Code compliant door hardware should be installed. The windows are failing, allowing for water intrusion which is contrary to code. There are no code required life safety systems in the building. The roofing material is failing, allowing for water intrusion which is contrary to code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel J

Commercial Building

Address:	2150 106 th Lane Northeast, Blaine, Minnesota 55449
Parcel ID:	21-31-23-24-0023
Inspection Date(s) & Time(s):	August 23, 2024, 2:00 PM
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	It is our professional opinion that this building is Substandard because: - Substantial renovation is required to correct Conditions found. - Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$497,084
Estimated Cost to Correct Building Code Deficiencies:	\$172,076
Percentage of Replacement Cost for Building Code Deficiencies:	34.6%

DEFECTS IN STRUCTURAL ELEMENTS

1. No deficiencies observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Some door hardware does not comply with code.
 - c. The emergency lighting system does not comply with code.
 - d. There is no code required emergency notification system.
 - e. There is no code required building sprinkler system.
 - f. The smoke detectors are not code compliant.

4. Layout and Condition of Interior Partitions/Materials
 - a. The carpet is stained and should be replaced.
 - b. Interior walls should be repaired and repainted.
5. Exterior Construction
 - a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - c. Exterior block walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

1. Code required accessible parking should be established.
2. A code required accessible route into the building should be established.
3. Restrooms should be modified to comply with the accessibility code.
4. Code required drinking fountains should be installed.
5. Install a code compliant lighting system.
6. Install a code compliant electrical wiring system.
7. Install a code compliant HVAC system.
8. Modify thresholds to comply with code for maximum height.
9. Replace non code compliant door hardware.
10. Install a code compliant emergency lighting system.
11. Install a code required emergency notification system.
12. Install code compliant smoke detectors.
13. Install a code required building sprinkler system.
14. Replace failing roofing materials to prevent water intrusion per code.
15. Repair cracked block walls to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building is currently vacant. Code required accessible parking should be established. A code required accessible route into the building should be created. Restrooms should be modified to comply with code. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. The carpet is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. Install code compliant smoke detectors. A code required building sprinkler system should be installed. The stairs should be modified to comply with code. Code required drinking fountains should be installed. Missing brick mortar should be replaced to prevent water intrusion per code. Failing roofing materials should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel L

Commercial Welding Shop

Address: 2190 106th Lane Northeast, Blaine, Minnesota 55449
Parcel ID: 21-31-23-24-0025
Inspection Date(s) & Time(s): August 30, 2024, 1:00 PM
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$653,073
Estimated Cost to Correct Building Code Deficiencies:	\$158,702
Percentage of Replacement Cost for Building Code Deficiencies:	24.3%

DEFECTS IN STRUCTURAL ELEMENTS

1. No deficiencies observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. The accessible route into the building does not comply with code.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
 - d. Electric motor pullies are not properly protected, per code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. The glass door does not have a code required 10-inch kick plate.
 - c. Some door hardware does not comply with code.
 - d. The stairs do not comply with code.
 - e. The elevated loft area does not have a code required toe board.

- f. Circuit breaker panels have voids that do not comply with code.
 - g. The emergency lighting system does not comply with code.
 - h. There is no code required emergency notification system.
 - i. The smoke detectors are not code compliant.
4. Layout and Condition of Interior Partitions/Materials
- a. The carpet is stained and should be replaced.
 - b. Interior walls should be repaired and repainted.
5. Exterior Construction
- a. Downspouts should be repainted.
 - b. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - c. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - d. Exterior caulking is failing, allowing for water intrusion which is contrary to code.
 - e. Exterior block walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Code required accessible parking should be established.
- 2. The accessible route into the building should be modified to comply with code.
- 3. Restrooms should be modified to comply with the accessibility code.
- 4. Code required drinking fountains should be installed.
- 5. Install a code compliant lighting system.
- 6. Install a code compliant electrical wiring system.
- 7. Properly protect circuit breaker panels per code.
- 8. Properly protect electric motor pullies per code.
- 9. Install a code compliant HVAC system.
- 10. Modify thresholds to comply with code for maximum height.
- 11. Install code required 10-inch kick plate on the glass door.
- 12. Replace non code compliant door hardware.
- 13. The stairs should be modified to comply with code.
- 14. A code required toe board should be installed on the elevated loft area.
- 15. Install a code compliant emergency lighting system.
- 16. Install a code required emergency notification system.
- 17. Install code compliant smoke detectors.
- 18. Replace failing roofing materials to prevent water intrusion per code.
- 19. Repair cracked block walls to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building is currently occupied. Code required accessible parking should be established. The code required accessible route into the building should be modified to comply with code. Restrooms should be modified to comply with code. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. The carpet is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. Install code compliant smoke detectors. The stairs should be modified to comply with code. Code required drinking fountains should be installed. Cracked exterior blocks should be replaced to prevent water intrusion per code. Failing roofing materials should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel M

Commercial Building

Address: 10600 Radisson Road Northeast, Blaine, Minnesota 55449
Parcel ID: 21-31-23-24-0004
Inspection Date(s) & Time(s): August 23, 2024, 12:30 PM
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$1,038,481
Estimated Cost to Correct Building Code Deficiencies:	\$507,914
Percentage of Replacement Cost for Building Code Deficiencies:	44.6%

DEFECTS IN STRUCTURAL ELEMENTS

1. No deficiencies observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible route to all levels of the building.
 - d. There is no code required accessible restroom.
 - e. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
 - d. Restrooms are not properly ventilated per code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Glass doors do not have code required 10-inch kick plates.
 - c. Some door hardware does not comply with code.
 - d. The stairs are not code compliant.

- e. The emergency lighting system does not comply with code.
 - f. There is no code required emergency notification system.
 - g. There is no code required building sprinkler system.
 - h. The smoke detectors are not code compliant.
 - i. Floor tile is damaged creating an impediment to emergency egress which is contrary to code.
 - j. Electrical circuit panels have open voids which is contrary to code.
4. Layout and Condition of Interior Partitions/Materials
- a. The carpet is stained and should be replaced.
 - b. Interior walls should be repaired and repainted.
5. Exterior Construction
- a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Concrete windowsills are damaged, allowing for water intrusion which is contrary to code.
 - c. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - d. Exterior block walls should be repainted.
 - e. Windows are failing, allowing for water intrusion which is contrary to code.
 - f. Garage doors do not have proper edge seals so they are allowing water intrusion which is contrary to code.

DESCRIPTION OF CODE DEFICIENCIES

1. Code required accessible parking should be established.
2. A code required accessible route into the building should be established.
3. A code required accessible route to all levels of the building should be established.
4. Restrooms should be modified to comply with the accessibility code.
5. Code required drinking fountains should be installed.
6. Install a code compliant lighting system.
7. Install a code compliant electrical wiring system.
8. Install a code compliant HVAC system.
9. Electrical circuit panels should have all voids closed per code.
10. Modify thresholds to comply with code for maximum height.
11. Restrooms should have code compliant ventilation installed.
12. Glass doors should have code required 10-inch kick plates installed.
13. The stairs should be modified to comply with code.
14. Replace non code compliant door hardware.
15. Install a code compliant emergency lighting system.
16. Install a code required emergency notification system.
17. Install code compliant smoke detectors.
18. Damaged floor tile should be replaced to create a code required unimpeded emergency egress.
19. Install a code required building sprinkler system.
20. Replace failing roofing materials to prevent water intrusion per code.
21. Repair cracked block walls to prevent water intrusion per code.

22. Windowsills should be repaired to prevent water intrusion per code.
23. Failing windows should be replaced to prevent water intrusion per code.
24. Garage door seals should be replaced to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building is currently vacant. Code required accessible parking should be established. A code required accessible route into the building should be created. Glass doors should have code required 10-inch kick plates installed. A code required accessible route to all levels of the building should be established. Restrooms should be modified to comply with code. Cracked exterior block walls and windowsills should be repaired to prevent water intrusion and then repainted. The carpet is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. Install code compliant smoke detectors. A code required building sprinkler system should be installed. The stairs should be modified to comply with code. Code required drinking fountains should be installed. Missing brick mortar should be replaced to prevent water intrusion per code. Failing roofing materials should be replaced to prevent water intrusion per code. Failing windows should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel N1

Address:

Parcel ID:

Inspection Date(s) & Time(s):

Inspection Type:

Summary of Deficiencies:

Commercial Building

10590 Radisson Road Northeast, Blaine, Minnesota 55449

21-31-23-24-0003 East Building

August 23, 2024, 1:40 PM

Interior and Exterior

It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:

\$552,167

Estimated Cost to Correct Building Code Deficiencies:

\$168,220

Percentage of Replacement Cost for Building Code Deficiencies:

30.5%

DEFECTS IN STRUCTURAL ELEMENTS

1. No deficiencies observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Exit doors are not properly spaced per code.
 - c. The emergency lighting system does not comply with code.
 - d. There is no code required emergency notification system.
 - e. There is no code required building sprinkler system.
 - f. There are no code required smoke detectors in the building.

4. Layout and Condition of Interior Partitions/Materials
 - a. Interior walls should be repaired and repainted.
5. Exterior Construction
 - a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - c. Mortar is missing, allowing for water intrusion which is contrary to code.
 - d. Exterior block walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

1. Code required accessible parking should be established.
2. A code required accessible route into the building should be established.
3. Restrooms should be modified to comply with the accessibility code.
4. Code required drinking fountains should be installed.
5. Install a code compliant lighting system.
6. Install a code compliant electrical wiring system.
7. Install a code compliant HVAC system.
8. Modify thresholds to comply with code for maximum height.
9. Install a code compliant emergency lighting system.
10. Install a code required emergency notification system.
11. Install code required smoke detectors.
12. Install a code required building sprinkler system.
13. Replace failing roofing materials to prevent water intrusion per code.
14. Repair cracked block walls to prevent water intrusion per code.
15. Replace missing mortar to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building is currently vacant. Code required accessible parking should be established. A code required accessible route into the building should be created. A code required accessible restroom should be installed. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Emergency lighting should be installed per code. A code required emergency notification system should be installed. A code required building sprinkler system should be installed. A code required drinking fountain should be installed. Missing block mortar should be replaced to prevent water intrusion per code. Failing roofing materials should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel N2

Address:

Parcel ID:

Inspection Date(s) & Time(s):

Inspection Type:

Summary of Deficiencies:

Commercial Building

10590 Radisson Road Northeast, Blaine, Minnesota 55449

21-31-23-24-0003 West Building

August 23, 2024, 12:55 PM

Interior and Exterior

It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:

\$695,066

Estimated Cost to Correct Building Code Deficiencies:

\$254,238

Percentage of Replacement Cost for Building Code Deficiencies:

36.6%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code required accessible restroom.
 - d. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Some door hardware does not comply with code.
 - c. The stairs do not comply with code.
 - d. The emergency lighting system does not comply with code.
 - e. There is no code required emergency notification system.
 - f. There is no code required building sprinkler system.

- g. There are no code required smoke detectors in the building.
 - h. The electrical circuit panels are not code compliant.
4. Layout and Condition of Interior Partitions/Materials
- a. Interior walls should be repaired and repainted.
 - b. Roofing insulation is damaged and should be repaired.
5. Exterior Construction
- a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. The metal siding is damaged and should be repaired.
 - c. Garage doors are damaged and should be repaired.
 - d. Metal siding should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Steel lintels should be protected from rusting per code.
- 2. Code required accessible parking should be established.
- 3. A code required accessible route into the building should be established.
- 4. Restrooms should be modified to comply with the accessibility code.
- 5. Code required drinking fountains should be installed.
- 6. Install a code compliant lighting system.
- 7. Install a code compliant electrical wiring system.
- 8. Install a code compliant HVAC system.
- 9. Modify thresholds to comply with code for maximum height.
- 10. Replace non code compliant door hardware.
- 11. Modify stairs to comply with code.
- 12. Install a code compliant emergency lighting system.
- 13. Install a code required emergency notification system.
- 14. Install code required smoke detectors.
- 15. Install a code required building sprinkler system.
- 16. Circuit breaker boxes are missing covers for openings which is contrary to code.
- 17. Replace failing roofing materials to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building has several suites that are currently vacant. Code required accessible parking should be established. A code required accessible route into the building should be created. Restrooms should be modified to comply with code. Steel lintels should be protected from rusting. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. The circuit breaker boxes have openings that should be covered to comply with code. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. A code required building sprinkler system should be installed. The stairs should be modified to comply with code. Code required drinking fountains should be installed. Failing roofing materials should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Town Center Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel O

Dusty's Body Shop

Address:	10550 Radisson Road Northeast, Blaine, Minnesota 55449
Parcel ID:	21-31-23-24-0002
Inspection Date(s) & Time(s):	August 23, 2024, 2:15 PM
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	It is our professional opinion that this building is Substandard because: - Substantial renovation is required to correct Conditions found. - Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$1,024,390
Estimated Cost to Correct Building Code Deficiencies:	\$378,360
Percentage of Replacement Cost for Building Code Deficiencies:	36.9%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no designated accessible parking as required by code.
 - b. There is no code required accessible route into the building.
 - c. There is no code compliant accessible route to all levels of the building.
 - d. There is no code required accessible restroom.
2. Light and Ventilation
 - a. The lighting system does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Some door hardware does not comply with code.
 - c. Glass doors do not have code required 10-inch kick plates.
 - d. The stairs do not comply with code.
 - e. The emergency lighting system does not comply with code.
 - f. There is no code required emergency notification system.

- g. Code-compliant emergency exit signs should be installed.
 - h. There are no code required smoke detectors in the building.
 - i. The electrical circuit panels are not code compliant.
4. Layout and Condition of Interior Partitions/Materials
- a. The carpet is stained and should be replaced.
 - b. Interior walls should be repaired and repainted.
5. Exterior Construction
- a. Roofing materials are failing, allowing for water intrusion which is contrary to code.
 - b. Concrete block walls are cracked, allowing for water intrusion which is contrary to code.
 - c. Mortar is missing, allowing for water intrusion which is contrary to code.
 - d. Exterior block walls should be repainted.
 - e. The exterior grounds should be cleaned up and mowed.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Steel lintels should be protected from rusting per code.
- 2. Code required accessible parking should be established.
- 3. A code required accessible route into the building should be established.
- 4. Restrooms should be modified to comply with the accessibility code.
- 5. Install a code compliant lighting system.
- 6. Install a code compliant electrical wiring system.
- 7. Install a code compliant HVAC system.
- 8. Modify thresholds to comply with code for maximum height.
- 9. Replace non code compliant door hardware.
- 10. Modify stairs to comply with code.
- 11. Install a code compliant emergency lighting system.
- 12. Install a code required emergency notification system.
- 13. Install code compliant emergency exit signs.
- 14. Install code required smoke detectors.
- 15. Replace failing roofing materials to prevent water intrusion per code.
- 16. Repair cracked block walls to prevent water intrusion per code.
- 17. Replace missing mortar to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This commercial building has several vacant suites. Code required accessible parking should be established. A code required accessible route into the building should be created. Restrooms should be modified to comply with code. Steel lintels should be protected from rusting. Cracked exterior block walls should be repaired to prevent water intrusion and then repainted. The carpeting is severely stained and should be replaced. Interior walls should be repaired and repainted. The electrical system does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Interior walls and ceilings should be repaired and repainted. Non code compliant door hardware should be replaced. Emergency lighting should be made code compliant. A code required emergency notification system should be installed. The stairs should be modified to comply with code. Missing mortar should be replaced to prevent water intrusion per code. Failing roofing materials should be replaced to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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APPENDIX C

Building Replacement Cost Reports

Code Deficiency Cost Reports

Photographs

Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/4/2024

Estimate Name:	2043 105th Avenue	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	14.00	
Floor Area (S.F.):	24000	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$117.54	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$2,821,074.09	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		17.84%	\$18.24	\$437,745.32
A1010	Standard Foundations			\$6.12	\$146,766.44
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	800		\$3.80	\$91,260.00
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	880		\$2.31	\$55,506.44
A1030	Slab on Grade			\$11.69	\$280,446.72
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	24000		\$11.69	\$280,446.72
A2010	Basement Excavation			\$0.44	\$10,532.16
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	24000		\$0.44	\$10,532.16
B	Shell		27.14%	\$27.75	\$665,889.02
B1020	Roof Construction			\$8.80	\$211,179.12
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	24000		\$8.80	\$211,179.12
B2010	Exterior Walls			\$5.87	\$140,899.58
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	8960		\$5.87	\$140,899.58
B2020	Exterior Windows			\$1.19	\$28,655.28
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	37.33		\$1.19	\$28,655.28
B2030	Exterior Doors			\$3.06	\$73,358.68
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	7.2		\$1.23	\$29,481.98
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	11.67		\$1.83	\$43,876.70
B3010	Roof Coverings			\$8.82	\$211,796.36
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	24000		\$4.33	\$103,916.64
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	24000		\$3.22	\$77,184.72
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	800		\$0.88	\$21,094.88
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	800		\$0.40	\$9,600.12
C	Interiors		12.60%	\$12.88	\$309,025.96
C1010	Partitions			\$5.33	\$127,886.31
C10101022300	Lightweight block 4" thick	5040		\$1.90	\$45,713.61
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	6720		\$3.42	\$82,172.70
C1020	Interior Doors			\$0.50	\$12,105.30
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	8		\$0.50	\$12,105.30
C1030	Fittings			\$0.68	\$16,326.72
C10301100430	Toilet partitions, cubicles, ceiling hung, phenolic	8		\$0.68	\$16,326.72
C3010	Wall Finishes			\$3.99	\$95,704.27
C30102202000	2 coats paint on masonry with block filler	8960		\$1.93	\$46,202.06
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	9600		\$1.11	\$26,716.80
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	9600		\$0.95	\$22,785.41

C3020	Floor Finishes			\$1.61	\$38,693.18
C30204100940	Concrete topping, hardeners, metallic additive, minimum	21600		\$1.33	\$31,851.79
C30204101580	Vinyl, composition tile, minimum	2400		\$0.29	\$6,841.39
C3030	Ceiling Finishes			\$0.76	\$18,310.18
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	2400		\$0.76	\$18,310.18
D	Services		42.41%	\$43.35	\$1,040,447.60
D2010	Plumbing Fixtures			\$3.81	\$91,511.46
D20101102160	Water closet, vitreous china, bowl only with flush valve, floor mount, 18" high bowl, ADA compliant	8		\$0.62	\$14,785.20
D20102102000	Urinal, vitreous china, wall hung	8		\$0.57	\$13,704.24
D20103102080	Lavatory w/trim, wall hung, PE on Cl, 19" x 17"	8.16		\$0.73	\$17,414.17
D20104404340	Service sink w/trim, PE on Cl, wall hung w/rim guard, 24" x 20"	4.08		\$1.05	\$25,144.33
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	8		\$0.85	\$20,463.52
D2020	Domestic Water Distribution			\$0.64	\$15,420.77
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	4.08		\$0.64	\$15,420.77
D2040	Rain Water Drainage			\$2.68	\$64,364.96
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	12.24		\$2.17	\$52,016.02
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$0.51	\$12,348.94
D3050	Terminal & Package Units			\$11.55	\$277,260.72
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	24000		\$11.55	\$277,260.72
D4010	Sprinklers			\$6.20	\$148,914.24
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	24000		\$6.20	\$148,914.24
D4020	Standpipes			\$1.42	\$34,118.52
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	2.4		\$1.30	\$31,301.04
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.96		\$0.12	\$2,817.48
D5010	Electrical Service/Distribution			\$0.27	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.17	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.08	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.02	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$294,631.20
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	24000		\$2.87	\$68,801.76
D50201350280	Miscellaneous power, 1 watt	24000		\$0.39	\$9,426.24
D50201400240	Central air conditioning power, 3 watts	24000		\$0.84	\$20,147.04
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	24000		\$8.18	\$196,256.16
D5030	Communications and Security			\$4.49	\$107,771.04
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	2.4		\$2.62	\$62,985.60
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	2.4		\$1.56	\$37,392.48
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	4.8		\$0.31	\$7,392.96
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00

SubTotal	100%	\$102.21	\$2,453,107.90
Contractor Fees (General Conditions,Overhead,Profit)	15.0%	\$15.33	\$367,966.19
Architectural Fees	0.0%	\$0.00	\$0.00
User Fees	0.0%	\$0.00	\$0.00
Total Building Cost		\$117.54	\$2,821,074.09

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel B - 2043 105th Avenue Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0016

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Accessible Parking				
	Code required accessible parking should be created	\$2,000.00	Lump	1	\$ 2,000.00
	Accessible Route				
	A code required accessible route into the building should be created	\$5,000.00	Lump	1	\$ 5,000.00
	Restrooms				
	Modify restrooms to comply with accessibility code	\$ 2.60	SF	24,000	\$ 62,400.00
	Drinking Fountains				
	Install code required drinking fountains	\$ 0.85	SF	24,000	\$ 20,400.00
Structural Elements					
	Steel Lintels				
	Steel lintels should be protected from rusting per code	\$1,000.00	Lump	1	\$ 1,000.00
Exiting					
	Thresholds				
	Modify thresholds to comply with maximum height	\$ 0.25	SF	24,000	\$ 6,000.00
	Door Hardware				
	Replace non code compliant door hardware	\$ 250.00	Ea	8	\$ 2,000.00
	Stairs				
	Modify stairs to comply with code	\$ 600.00	Lump	1	\$ 600.00
	Emergency Lighting				
	Install code-compliant emergency lighting	\$1,500.00	Ea	12	\$ 18,000.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 1.56	SF	24,000	\$ 37,440.00
Fire Protection					
	Smoke Detectors				
	Install code required smoke detectors	\$ 2.62	SF	24,000	\$ 62,880.00
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 1.69	SF	24,000	\$ 40,560.00
Exterior Construction					
	Block Walls				
	Replace damaged/missing concrete block to prevent water intrusion per code	\$5,000.00	Lump	1	\$ 5,000.00
	Replace missing mortar to prevent water intrusion per code	\$ 500.00	Lump	1	\$ 500.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Roof Construction					
	Roofing Material				
	Replace failed roofing materials to prevent water intrusion per code	\$ 8.82	SF	24,000	\$ 211,680.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.55	SF	24,000	\$ 277,200.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 2.87	SF	24,000	\$ 68,880.00
	Install a code compliant lighting system	\$ 8.18	SF	24,000	\$ 196,320.00
	Protect circuit breakers per code	\$ 500.00	Lump	1	\$ 500.00
Total Code Improvements					\$ 1,018,360

Town Center Redevelopment TIF District | Parcel B



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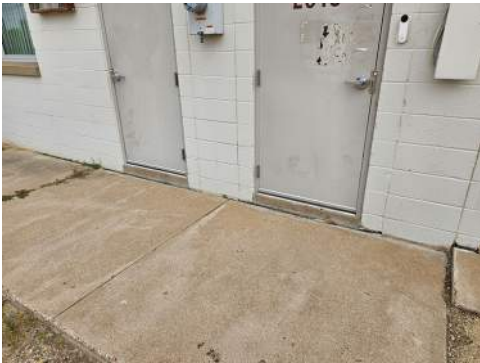
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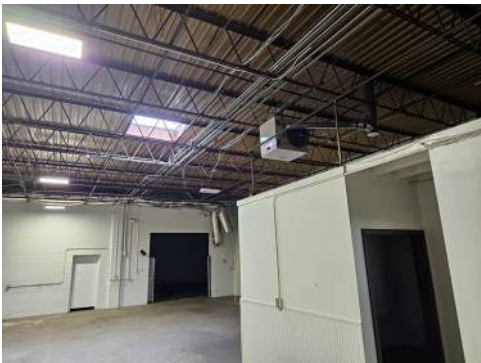
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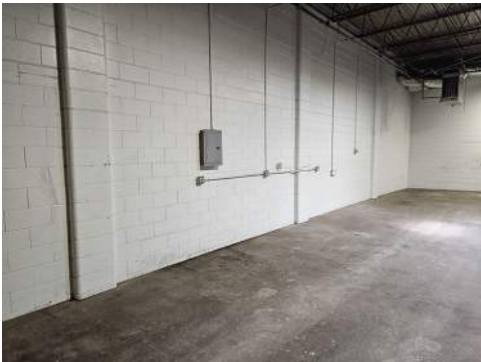


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Town Center Redevelopment TIF District | Parcel B



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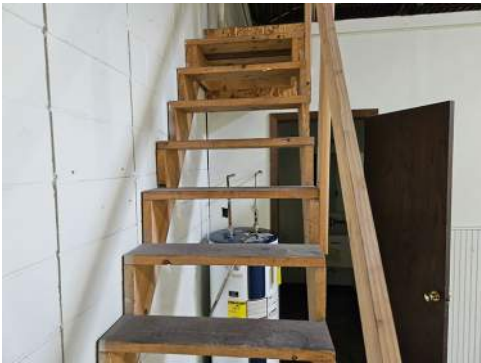
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Town Center Redevelopment TIF District | Parcel B



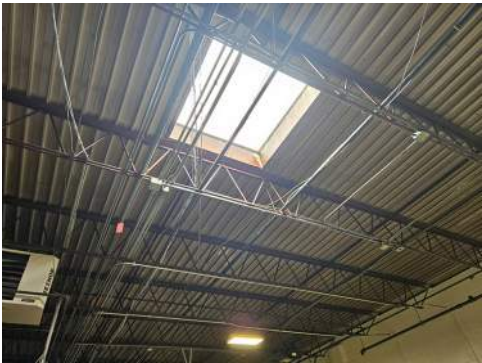
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Town Center Redevelopment TIF District | Parcel B



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Town Center Redevelopment TIF District | Parcel B



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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

3/8/2022

Estimate Name:	10524 Nassau St NE	
Building Type:	Metal Panel / Rigid Steel	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	14.00	
Floor Area (S.F.):	3600	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2022 Quarter 1	
Cost Per Square Foot:	\$151.49	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$545,357.52	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		19.66%	\$25.89	\$93,218.95
A1010	Standard Foundations			\$12.85	\$46,266.16
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	240		\$7.63	\$27,452.16
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	264		\$4.49	\$16,161.55
A10102107200	Spread footings, 3000 PSI concrete, load 50K, soil bearing capacity 6 KSF, 3' - 0" square x 12" deep	10		\$0.74	\$2,652.45
A1030	Slab on Grade			\$12.66	\$45,577.30
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	3600		\$12.66	\$45,577.30
A2010	Basement Excavation			\$0.38	\$1,375.49
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	3600		\$0.38	\$1,375.49
B	Shell		42.28%	\$55.69	\$200,482.66
B1020	Roof Construction			\$17.15	\$61,756.74
B10201243250	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns, 35'x40' bay, 20 PSF superimposed load, 36.5" deep, 40 PSF total load, add for columns	3600		\$2.02	\$7,288.74
B10201243300	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns, 35'x40' bay, 30 PSF superimposed load, 36.5" deep, 50 PSF total load	3600		\$15.13	\$54,468.00
B2010	Exterior Walls			\$20.78	\$74,791.13
B20101464500	Metal siding, steel, sandwich panels, factory fabricated, 2" polystyrene, steel core, 26 ga, colored 1 side	2688		\$12.75	\$45,895.18
B20101544400	Metal siding support, 18' building height, 30 PSF wind load, 35' column spacing	2688		\$8.03	\$28,895.95
B2020	Exterior Windows			\$5.10	\$18,355.37
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	11.2		\$5.10	\$18,355.37
B2030	Exterior Doors			\$4.26	\$15,328.39
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	1.08		\$1.16	\$4,166.49
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	3.5		\$3.10	\$11,161.90
B3010	Roof Coverings			\$8.40	\$30,251.03
B30101300200	Roofing, corrugated, aluminum, mill finish, .0175" thick, .272 PSF	3600		\$3.29	\$11,844.00
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	3600		\$2.53	\$9,101.45
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	240		\$2.58	\$9,305.58
C	Interiors		7.28%	\$9.59	\$34,527.78
C1010	Partitions			\$3.94	\$14,168.69
C10101022300	Lightweight block 4" thick	756		\$1.95	\$7,006.06
C10101244500	5/8" gypsum board, taped & finished, painted on 2 x 4 studs 16" O.C.	2688		\$1.99	\$7,162.63
C1020	Interior Doors			\$0.54	\$1,957.46
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1.2		\$0.54	\$1,957.46
C1030	Fittings			\$0.80	\$2,897.63
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$0.80	\$2,897.63

C3010	Wall Finishes			\$1.48	\$5,330.63
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	1440		\$0.80	\$2,888.17
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	1440		\$0.68	\$2,442.46
C3020	Floor Finishes			\$1.83	\$6,595.14
C30204100940	Concrete topping, hardeners, metallic additive, minimum	3240		\$1.61	\$5,796.39
C30204101580	Vinyl, composition tile, minimum	360		\$0.22	\$798.75
C3030	Ceiling Finishes			\$0.99	\$3,578.23
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	360		\$0.99	\$3,578.23
D	Services		30.79%	\$40.55	\$145,994.54
D2010	Plumbing Fixtures			\$4.02	\$14,481.42
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.22		\$1.43	\$5,154.75
D20102102000	Urinal, vitreous china, wall hung	0.61		\$0.26	\$946.53
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	1.22		\$0.80	\$2,897.94
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.61		\$1.07	\$3,862.30
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.61		\$0.45	\$1,619.90
D2020	Domestic Water Distribution			\$0.86	\$3,105.41
D20202202260	Gas fired water heater, residential, 100 < F rise, 30 gal tank, 32 GPH	0.61		\$0.86	\$3,105.41
D3050	Terminal & Package Units			\$11.32	\$40,764.60
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	3600		\$11.32	\$40,764.60
D3090	Other HVAC Systems/Equip			\$1.17	\$4,212.30
D30903201060	Garage, single exhaust, 3" outlet, additional bays up to seven bays	2		\$1.17	\$4,212.30
D4010	Sprinklers			\$5.17	\$18,612.72
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	3600		\$5.17	\$18,612.72
D4020	Standpipes			\$1.33	\$4,783.35
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.36		\$1.21	\$4,373.19
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.14		\$0.11	\$410.16
D5010	Electrical Service/Distribution			\$1.52	\$5,461.90
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.95	\$3,435.53
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.45	\$1,606.49
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.12	\$419.88
D5020	Lighting and Branch Wiring			\$10.92	\$39,306.03
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	3600		\$2.56	\$9,227.56
D50201350280	Miscellaneous power, 1 watt	3600		\$0.35	\$1,262.81
D50201400240	Central air conditioning power, 3 watts	3600		\$0.74	\$2,680.85
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	3600		\$7.26	\$26,134.81
D5030	Communications and Security			\$4.24	\$15,266.81
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.36		\$2.44	\$8,780.61
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	0.36		\$1.52	\$5,474.89
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	0.72		\$0.28	\$1,011.31
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00

SubTotal	100%	\$131.73	\$474,223.93
Contractor Fees (General Conditions,Overhead,Profit)	15.0 %	\$19.76	\$71,133.59
Architectural Fees	0.0 %	\$0.00	\$0.00
User Fees	0.0 %	\$0.00	\$0.00
Total Building Cost		\$151.49	\$545,357.52

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel C - 10524 Nassau Street Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0010

Building Name or Type

Metal Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Parking

Create accessible parking per code	\$	100.00	Lump	1	\$	100.00
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Accessible Route

Create an accessible route into the building.	\$	1,500.00	Lump	1	\$	1,500.00
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Restroom

Install a code required accessible restroom	\$	3.29	SF	3,600	\$	11,844.00
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Drinking Fountain

Install a code required drinking fountain	\$	0.45	SF	3,600	\$	1,620.00
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Structural Elements

None observed

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Exiting

Thresholds

Modify thresholds to comply with code for maximum height	\$	100.00	EA	2	\$	200.00
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Door Hardware

Install code compliant door hardware	\$	250.00	EA	2	\$	500.00
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Emergency Exit Signs

Install code required emergency exit signs	\$	550.00	EA	2	\$	1,100.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$	2.44	SF	3,600	\$	8,784.00
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Emergency Lighting System

Install a code required emergency lighting system	\$	0.95	SF	3,600	\$	3,420.00
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Emergency Notification System

Install a code required emergency notification system	\$	1.52	SF	3,600	\$	5,472.00
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Building Sprinkler System

Install a code required building sprinkler system	\$	6.50	SF	3,600	\$	23,400.00
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Exterior Construction

Exterior Walls

Repair exterior walls to prevent water intrusion per code	\$	0.75	SF	3,600	\$	2,700.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Roof Construction					
	Roofing Material				
	Remove failed roofing material	\$ 0.25	SF	3,600	\$ 900.00
	Replace failed roofing material to prevent water intrusion per code	\$ 3.29	SF	3,600	\$ 11,844.00
Mechanical- Electrical					
	Mechanical				
	Install code compliant HVAC system	\$ 12.49	SF	3,600	\$ 44,964.00
	Electrical				
	Install code compliant electrical wiring	\$ 5.17	SF	3,600	\$ 18,612.00
	Install code compliant lightin system	\$ 7.26	SF	3,600	\$ 26,136.00
Total Code Improvements					\$ 163,096

Town Center Redevelopment TIF District | Parcel C



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Town Center Redevelopment TIF District | Parcel C



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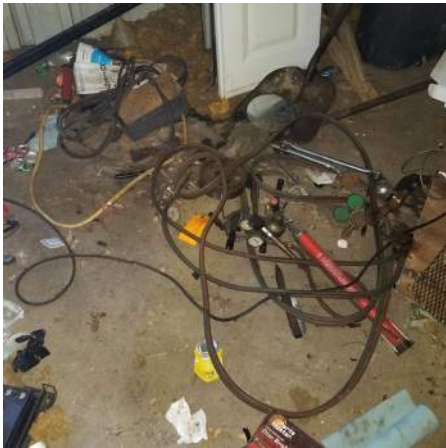


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Town Center Redevelopment TIF District | Parcel C



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Town Center Redevelopment TIF District | Parcel C



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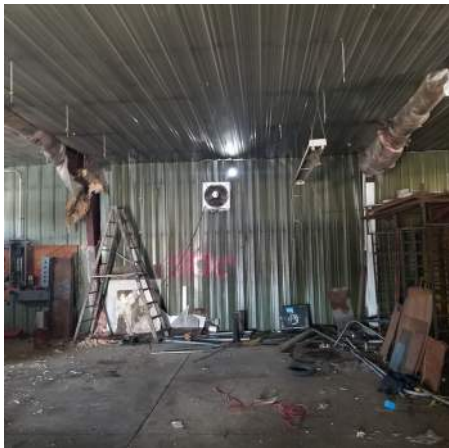
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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/10/2024

Estimate Name:	10549 Nassau Street NE	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	18.00	
Floor Area (S.F.):	10000	
Labor Type:	STD	
Basement Included:	No	
Data Release:	Year 2021 Quarter 1	
Cost Per Square Foot:	\$110.00	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$1,100,032.01	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		16.64%	\$15.92	\$159,156.90
A1010	Standard Foundations			\$6.13	\$61,305.90
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	400		\$3.99	\$39,859.20
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	440		\$2.14	\$21,446.70
A1030	Slab on Grade			\$9.41	\$94,103.40
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	10000		\$9.41	\$94,103.40
A2010	Basement Excavation			\$0.37	\$3,747.60
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	10000		\$0.37	\$3,747.60
B	Shell		29.61%	\$28.32	\$283,246.07
B1020	Roof Construction			\$7.00	\$69,998.40
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	10000		\$7.00	\$69,998.40
B2010	Exterior Walls			\$9.59	\$95,924.16
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	5760		\$9.59	\$95,924.16
B2020	Exterior Windows			\$1.37	\$13,679.90
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	24		\$1.37	\$13,679.90
B2030	Exterior Doors			\$2.84	\$28,352.57
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	3		\$0.87	\$8,683.11
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	7.5		\$1.97	\$19,669.46
B3010	Roof Coverings			\$7.53	\$75,291.04
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	10000		\$3.66	\$36,581.40
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	10000		\$2.09	\$20,935.60
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	400		\$1.24	\$12,437.36
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	400		\$0.53	\$5,336.68
C	Interiors		12.49%	\$11.95	\$119,514.13
C1010	Partitions			\$5.69	\$56,919.13
C10101022300	Lightweight block 4" thick	2100		\$1.98	\$19,777.38
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	2800		\$3.71	\$37,141.75
C1020	Interior Doors			\$0.43	\$4,291.43
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	3.33		\$0.43	\$4,291.43
C3010	Wall Finishes			\$3.76	\$37,598.45
C30102202000	2 coats paint on masonry with block filler	5760		\$2.22	\$22,189.25
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	4000		\$0.86	\$8,611.40
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	4000		\$0.68	\$6,797.80
C3020	Floor Finishes			\$1.45	\$14,482.94
C30204100940	Concrete topping, hardeners, metallic additive, minimum	9000		\$1.22	\$12,234.96
C30204101580	Vinyl, composition tile, minimum	1000		\$0.22	\$2,247.98

C3030	Ceiling Finishes			\$0.62	\$6,222.18
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	1000		\$0.62	\$6,222.18
D	Services		41.26%	\$39.46	\$394,632.47
D2010	Plumbing Fixtures			\$4.01	\$40,103.24
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	3.4		\$1.27	\$12,676.14
D20102102000	Urinal, vitreous china, wall hung	1.7		\$0.27	\$2,656.17
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	3.4		\$0.74	\$7,415.74
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	1.7		\$0.84	\$8,381.94
D20107101560	Shower, stall, baked enamel, molded stone receptor, 30" square	1.7		\$0.49	\$4,921.69
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	1.7		\$0.41	\$4,051.56
D2020	Domestic Water Distribution			\$0.84	\$8,387.08
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	1.7		\$0.84	\$8,387.08
D2040	Rain Water Drainage			\$2.71	\$27,136.60
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	5.1		\$1.93	\$19,303.76
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$0.78	\$7,832.84
D3050	Terminal & Package Units			\$11.24	\$112,397.50
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	10000		\$11.24	\$112,397.50
D4010	Sprinklers			\$5.07	\$50,725.70
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	10000		\$5.07	\$50,725.70
D4020	Standpipes			\$1.23	\$12,319.86
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	1		\$1.13	\$11,297.28
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.4		\$0.10	\$1,022.58
D5010	Electrical Service/Distribution			\$0.52	\$5,179.75
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.33	\$3,336.08
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.14	\$1,445.67
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.04	\$398.00
D5020	Lighting and Branch Wiring			\$9.89	\$98,895.50
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	10000		\$2.55	\$25,502.30
D50201350280	Miscellaneous power, 1 watt	10000		\$0.34	\$3,445.80
D50201400240	Central air conditioning power, 3 watts	10000		\$0.70	\$6,981.80
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	10000		\$6.30	\$62,965.60
D5030	Communications and Security			\$3.95	\$39,487.24
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	1		\$2.33	\$23,328.70
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	1		\$1.33	\$13,333.53
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	2		\$0.28	\$2,825.01
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$95.65	\$956,549.57
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$14.35	\$143,482.44
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$110.00	\$1,100,032.01

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel H1 - 10549 Nassau Street Northeast, Blaine, Minnesota 55449

Parcel ID South Building 21-31-23-24-0005

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Accessible Parking				
	Code required accessible parking should be created	\$ 500.00	Lump	1	\$ 500.00
	Accessible Route				
	A code required accessible route into the building should be created	\$ 1,000.00	Lump	1	\$ 1,000.00
	Restrooms				
	Install code compliant restrooms	\$ 2.28	SF	10,000	\$ 22,800.00
	Drinking Fountains				
	Install code required drinking fountains	\$ 0.41	SF	10,000	\$ 4,100.00
Structural Elements					
	Steel Lintels				
	Steel lintels should be protected from rusting per code	\$ 1,000.00	Lump	1	\$ 1,000.00
Exiting					
	Thresholds				
	Modify thresholds to comply with maximum height	\$ 0.05	SF	10,000	\$ 500.00
	Door Hardware				
	Replace non code compliant door hardware	\$ 250.00	Ea	2	\$ 500.00
	Emergency Lighting				
	Install code-compliant emergency lighting	\$ 1,500.00	Ea	6	\$ 9,000.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 1.33	SF	10,000	\$ 13,300.00
Fire Protection					
	Smoke Detectors				
	Install code required smoke detectors	\$ 2.33	SF	10,000	\$ 23,300.00
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 6.23	SF	10,000	\$ 62,300.00
Exterior Construction					
	Block Walls				
	Replace damaged/missing concrete block to prevent water intrusion per code	\$ 1.59	Lump	10,000	\$ 15,900.00
Roof Construction					
	Roofing Material				
	Replace failed roofing materials to prevent water intrusion per code	\$ 7.53	SF	10,000	\$ 75,300.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.24	SF	10,000	\$ 112,400.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 3.59	SF	10,000	\$ 35,900.00
	Install a code compliant lighting system	\$ 6.30	SF	10,000	\$ 63,000.00
Total Code Improvements					\$ 440,800

Town Center Redevelopment TIF District | Parcel H1



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Town Center Redevelopment TIF District | Parcel H1



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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/10/2024

Estimate Name:	10591 Nassau St NE	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	16.00	
Floor Area (S.F.):	7000	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$136.45	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$955,156.12	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		19.72%	\$23.39	\$163,755.80
A1010	Standard Foundations			\$11.27	\$78,886.96
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	430		\$7.01	\$49,052.25
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	473		\$4.26	\$29,834.71
A1030	Slab on Grade			\$11.69	\$81,796.96
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	7000		\$11.69	\$81,796.96
A2010	Basement Excavation			\$0.44	\$3,071.88
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	7000		\$0.44	\$3,071.88
B	Shell		29.99%	\$35.59	\$249,125.58
B1020	Roof Construction			\$8.80	\$61,593.91
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	7000		\$8.80	\$61,593.91
B2010	Exterior Walls			\$12.36	\$86,552.60
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	5504		\$12.36	\$86,552.60
B2020	Exterior Windows			\$0.19	\$1,343.76
B20201045600	Windows, steel, picture window, standard glass, 3' x 3'	2		\$0.19	\$1,343.76
B2030	Exterior Doors			\$4.33	\$30,315.51
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	2.1		\$1.23	\$8,598.91
B20302204650	Door, steel 24 gauge, overhead, sectional, electric operator, 12'-0" x 12'-0" opening	4		\$3.10	\$21,716.60
B3010	Roof Coverings			\$9.90	\$69,319.80
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	7000		\$4.33	\$30,309.02
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	7000		\$3.22	\$22,512.21
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	430		\$1.62	\$11,338.50
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	430		\$0.74	\$5,160.07
C	Interiors		12.07%	\$14.33	\$100,276.29
C1010	Partitions			\$5.33	\$37,300.18
C10101022300	Lightweight block 4" thick	1470		\$1.90	\$13,333.14
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	1960		\$3.42	\$23,967.04
C1020	Interior Doors			\$0.50	\$3,530.71
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	2.33		\$0.50	\$3,530.71
C3010	Wall Finishes			\$6.12	\$42,819.41
C30102202000	2 coats paint on masonry with block filler	5504		\$4.05	\$28,381.27
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	2800		\$1.11	\$7,792.40
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	2800		\$0.95	\$6,645.74
C3020	Floor Finishes			\$1.61	\$11,285.52
C30204100940	Concrete topping, hardeners, metallic additive, minimum	6300		\$1.33	\$9,290.11
C30204101580	Vinyl, composition tile, minimum	700		\$0.29	\$1,995.41

C3030	Ceiling Finishes			\$0.76	\$5,340.47
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	700		\$0.76	\$5,340.47
D	Services		38.22%	\$45.34	\$317,412.87
D2010	Plumbing Fixtures			\$3.90	\$27,320.59
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	2.38		\$1.40	\$9,825.25
D20102102000	Urinal, vitreous china, wall hung	1.19		\$0.29	\$2,038.50
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	2.38		\$0.73	\$5,079.13
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	1.19		\$1.05	\$7,333.76
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	1.19		\$0.43	\$3,043.95
D2020	Domestic Water Distribution			\$0.64	\$4,497.72
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	1.19		\$0.64	\$4,497.72
D2040	Rain Water Drainage			\$3.93	\$27,520.28
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	3.57		\$2.17	\$15,171.34
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$1.76	\$12,348.94
D3050	Terminal & Package Units			\$11.55	\$80,867.71
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	7000		\$11.55	\$80,867.71
D4010	Sprinklers			\$6.20	\$43,433.32
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	7000		\$6.20	\$43,433.32
D4020	Standpipes			\$1.42	\$9,951.24
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.7		\$1.30	\$9,129.47
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.28		\$0.12	\$821.77
D5010	Electrical Service/Distribution			\$0.92	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.57	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.28	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.07	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$85,934.10
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	7000		\$2.87	\$20,067.18
D50201350280	Miscellaneous power, 1 watt	7000		\$0.39	\$2,749.32
D50201400240	Central air conditioning power, 3 watts	7000		\$0.84	\$5,876.22
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	7000		\$8.18	\$57,241.38
D5030	Communications and Security			\$4.49	\$31,433.22
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.7		\$2.62	\$18,370.80
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.7		\$1.56	\$10,906.14
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	1.4		\$0.31	\$2,156.28
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$118.65	\$830,570.54
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$17.80	\$124,585.58
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$136.45	\$955,156.12

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel H2 - 10591 Nassau Street Northeast, Blaine, Minnesota 55449

Parcel ID North Building 21-31-23-24-0005

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Accessible Parking				
	Code required accessible parking should be created	\$ 500.00	Lump	1	\$ 500.00
	Accessible Route				
	A code required accessible route into the building should be created	\$ 500.00	Lump	1	\$ 500.00
	Restrooms				
	Install code compliant restrooms	\$ 2.42	SF	7,000	\$ 16,940.00
	Drinking Fountains				
	Install code required drinking fountains	\$ 0.43	SF	7,000	\$ 3,010.00
Structural Elements					
	Steel Lintels				
	Steel lintels should be protected from rusting per code	\$ 1,000.00	Lump	1	\$ 1,000.00
Exiting					
	Thresholds				
	Modify thresholds to comply with maximum height	\$ 0.05	SF	7,000	\$ 350.00
	Door Hardware				
	Replace non code compliant door hardware	\$ 250.00	Ea	2	\$ 500.00
	Emergency Lighting				
	Install code-compliant emergency lighting	\$ 1,500.00	Ea	6	\$ 9,000.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 1.56	SF	7,000	\$ 10,920.00
Fire Protection					
	Smoke Detectors				
	Install code required smoke detectors	\$ 2.62	SF	7,000	\$ 18,340.00
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 7.62	SF	7,000	\$ 53,340.00
Exterior Construction					
	Block Walls				
	Replace damaged/missing concrete block to prevent water intrusion per code	\$ 1.59	SF	7,000	\$ 11,130.00
Roof Construction					
	Roofing Material				
	Replace failed roofing materials to prevent water intrusion per code	\$ 9.90	SF	7,000	\$ 69,300.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.55	SF	7,000	\$ 80,850.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 2.87	SF	7,000	\$ 20,090.00
	Install a code compliant lighting system	\$ 8.18	SF	7,000	\$ 57,260.00
Total Code Improvements					\$ 353,030

Town Center Redevelopment TIF District | Parcel H2



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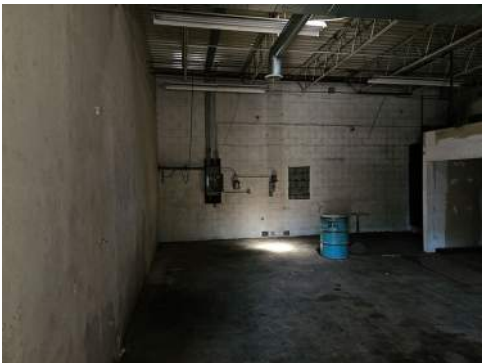
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Town Center Redevelopment TIF District | Parcel H2



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Town Center Redevelopment TIF District | Parcel H2



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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

7/26/2023

Estimate Name: 10601 Nassau

Building Type: Concrete Block / Steel Joists

Location: BLAINE, MN

Story Count: 1 + Mezzanine

Story Height (L.F.): 20.00

Floor Area (S.F.): 15200

Labor Type: OPN

Basement Included: No

Data Release: Year 2023 Quarter 2

Cost Per Square Foot: \$129.66

Building Cost: \$1,970,890.80



Costs are derived from a building model with basic components.
Scope differences and market conditions can cause costs to vary significantly.

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		12.13%	\$13.68	\$207,865.75
A1010	Standard Foundations			\$2.57	\$39,089.66
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	726		\$2.57	\$39,089.66
A1030	Slab on Grade			\$10.72	\$162,952.51
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	15200		\$10.72	\$162,952.51
A2010	Basement Excavation			\$0.38	\$5,823.58
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	15200		\$0.38	\$5,823.58
B	Shell		33.08%	\$37.30	\$566,976.06
B1020	Roof Construction			\$8.25	\$125,450.92
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	15200		\$8.25	\$125,450.92
B2010	Exterior Walls			\$10.80	\$164,200.08
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	10560		\$10.80	\$164,200.08
B2020	Exterior Windows			\$4.51	\$68,571.58
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	44		\$4.51	\$68,571.58
B2030	Exterior Doors			\$4.63	\$70,331.56
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	4.56		\$1.07	\$16,312.69
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	13.75		\$3.55	\$54,018.87
B3010	Roof Coverings			\$9.11	\$138,421.92
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	15200		\$4.08	\$61,957.78
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	15200		\$2.76	\$41,959.90
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	660		\$1.76	\$26,756.20
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	660		\$0.51	\$7,748.04
C	Interiors		10.85%	\$12.24	\$186,034.90
C1010	Partitions			\$5.12	\$77,843.14
C10101022300	Lightweight block 4" thick	3192		\$1.80	\$27,366.77
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	4256		\$3.32	\$50,476.37
C1020	Interior Doors			\$0.37	\$5,594.44
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	5.07		\$0.37	\$5,594.44
C1030	Fittings			\$0.17	\$2,514.50
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$0.17	\$2,514.50
C2010	Stair Construction			\$0.25	\$3,800.83
C20101101120	Stairs, wood, prefab box type, oak treads, wood rails 3'-6" wide, 14 risers	1		\$0.25	\$3,800.83
C3010	Wall Finishes			\$4.06	\$61,726.08
C30102202000	2 coats paint on masonry with block filler	10560		\$2.58	\$39,172.32
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	6080		\$0.82	\$12,432.99
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	6080		\$0.67	\$10,120.77

C3020	Floor Finishes			\$1.62	\$24,680.55
C30204100940	Concrete topping, hardeners, metallic additive, minimum	13680		\$1.41	\$21,465.29
C30204101580	Vinyl, composition tile, minimum	1520		\$0.21	\$3,215.26
C3030	Ceiling Finishes			\$0.65	\$9,875.36
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	1520		\$0.65	\$9,875.36
D	Services		43.93%	\$49.54	\$752,941.38
D1010	Elevators and Lifts			\$5.61	\$85,296.20
D10101102200	Hydraulic, passenger elevator, 3000 lb, 2 floors, 100 FPM	1		\$5.61	\$85,296.20
D2010	Plumbing Fixtures			\$4.15	\$63,019.67
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	5.17		\$1.41	\$21,394.38
D20102102000	Urinal, vitreous china, wall hung	2.58		\$0.30	\$4,505.33
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	5.17		\$0.73	\$11,025.77
D2010404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	2.58		\$1.24	\$18,851.70
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	2.58		\$0.48	\$7,242.49
D2020	Domestic Water Distribution			\$0.89	\$13,472.07
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	2.58		\$0.89	\$13,472.07
D2040	Rain Water Drainage			\$3.57	\$54,337.42
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	7.75		\$2.75	\$41,727.47
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$0.83	\$12,609.95
D3050	Terminal & Package Units			\$11.30	\$171,758.78
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	15200		\$11.30	\$171,758.78
D4010	Sprinklers			\$6.35	\$96,516.05
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	15200		\$6.35	\$96,516.05
D4020	Standpipes			\$1.59	\$24,206.95
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	1.52		\$1.46	\$22,123.83
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.61		\$0.14	\$2,083.12
D5010	Electrical Service/Distribution			\$0.40	\$6,007.18
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.24	\$3,719.90
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.13	\$1,910.28
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.02	\$377.00
D5020	Lighting and Branch Wiring			\$11.59	\$176,155.23
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	15200		\$2.67	\$40,559.07
D50201350280	Miscellaneous power, 1 watt	15200		\$0.36	\$5,507.57
D50201400240	Central air conditioning power, 3 watts	15200		\$0.79	\$11,976.69
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	15200		\$7.77	\$118,111.90
D5030	Communications and Security			\$4.09	\$62,171.83
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	1.52		\$2.42	\$36,845.10
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	1.52		\$1.38	\$20,955.48
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	3.04		\$0.29	\$4,371.25
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$112.75	\$1,713,818.09
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$16.91	\$257,072.71
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$129.66	\$1,970,890.80

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel I - 10601 Nassau Street Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0030

Building Name or Type

Concrete Block Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Parking

Create code required accessible parking	\$ 100.00	Ea	1	\$ 100.00
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Accessible Route

Create a code required accessible route into the building	\$ 500.00	Lump	1	\$ 500.00
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Create a code required accessible route to all levels of the building	\$ 5.61	SF	15,200	\$ 85,272.00
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Restrooms

Modify restrooms to comply with code	\$ 2.44	SF	15,200	\$ 37,088.00
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Drinking Fountain

Install a code required drinking fountain	\$ 0.48	SF	15,200	\$ 7,296.00
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Transaction Counter

Modify transaction counter to comply with code	\$ 500.00	Lump	1	\$ 500.00
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Structural Elements

Concrete Block Walls

Repair exterior concrete block walls to prevent water intrusion per code	\$ 10.80	SF	5,000	\$ 54,000.00
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Install lintels over openings on concrete block walls per code	\$ 1,500.00	Lump	1	\$ 1,500.00
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Exiting

Glass Doors

Install code required 10-inch kick plates on glass doors	\$ 400.00	Lump	1	\$ 400.00
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Stairs

Modify stairs to comply with code	\$ 0.25	SF	15,200	\$ 3,800.00
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Door Hardware

Install code compliant door hardware	\$ 250.00	EA	10	\$ 2,500.00
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Thresholds

Modify thresholds to comply with code	\$ 500.00	EA	1	\$ 500.00
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Emergency Lighting

Install code required emergency lighting	\$ 0.55	SF	15,200	\$ 8,360.00
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Emergency Exit Signs

Install code required emergency exit signs	\$ 0.25	SF	15,200	\$ 3,800.00
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Emergency Notification System

Install a code required emergency notification system	\$ 1.38	SF	15,200	\$ 20,976.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$ 2.42	SF	15,200	\$ 36,784.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 7.94	SF	15,200	\$ 120,688.00
Exterior Construction					
	Windows				
	Replace failed windows to prevent water intrusion per code	\$ 4.51	SF	15,200	\$ 68,552.00
Roof Construction					
	Roofing Material				
	Replace failed roofing material to prevent water intrusion per code	\$ 9.11	SF	15,200	\$ 138,472.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.30	SF	15,200	\$ 171,760.00
	Electrical				
	Install a code compliant lighting system	\$ 7.77	SF	15,200	\$ 118,104.00
	Install a code compliant electrical wiring system	\$ 2.67	SF	15,200	\$ 40,584.00
Total Code Improvements					\$ 921,536

Town Center Redevelopment TIF District | Parcel I



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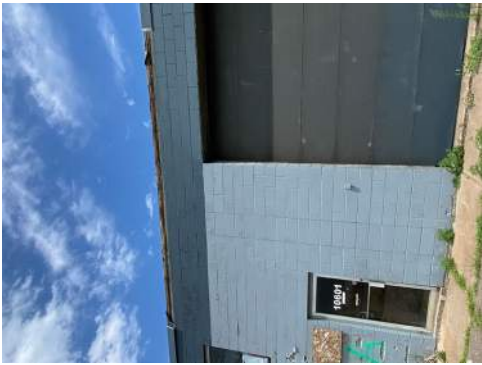
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Town Center Redevelopment TIF District | Parcel I



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Town Center Redevelopment TIF District | Parcel I



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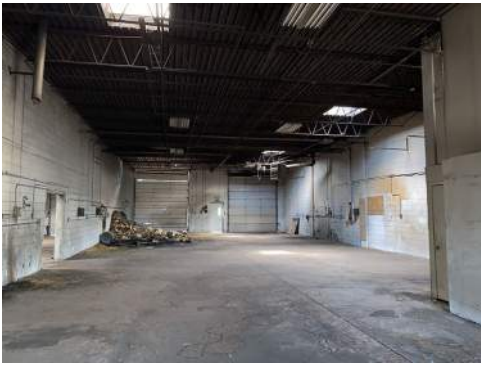
Town Center Redevelopment TIF District | Parcel I



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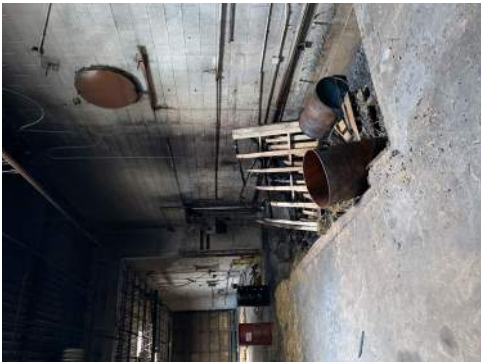


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Town Center Redevelopment TIF District | Parcel I



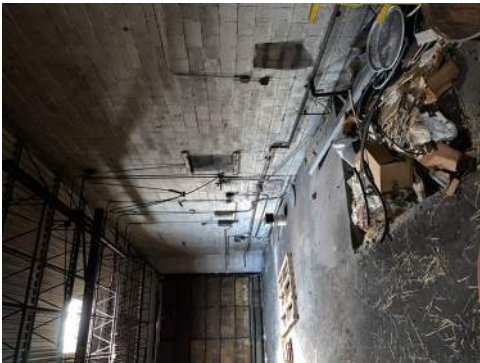
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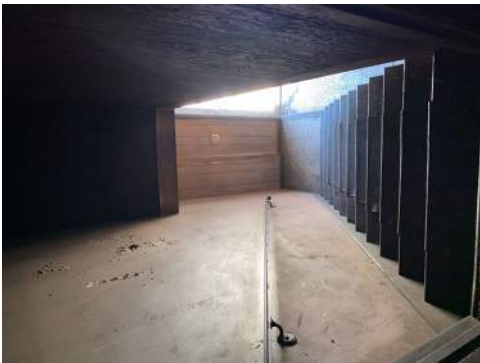
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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/10/2024

Estimate Name:	2150 106th Lane NE	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	16.00	
Floor Area (S.F.):	3400	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$146.20	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$497,084.35	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		20.15%	\$25.61	\$87,086.52
A1010	Standard Foundations			\$13.49	\$45,864.51
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	250		\$8.39	\$28,518.75
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	275		\$5.10	\$17,345.76
A1030	Slab on Grade			\$11.69	\$39,729.95
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	3400		\$11.69	\$39,729.95
A2010	Basement Excavation			\$0.44	\$1,492.06
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	3400		\$0.44	\$1,492.06
B	Shell		30.05%	\$38.21	\$129,897.17
B1020	Roof Construction			\$8.80	\$29,917.04
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	3400		\$8.80	\$29,917.04
B2010	Exterior Walls			\$14.80	\$50,321.28
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	3200		\$14.80	\$50,321.28
B2020	Exterior Windows			\$3.01	\$10,234.03
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	13.33		\$3.01	\$10,234.03
B2030	Exterior Doors			\$1.23	\$4,176.61
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	1.02		\$1.23	\$4,176.61
B3010	Roof Coverings			\$10.37	\$35,248.21
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	3400		\$4.33	\$14,721.52
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	3400		\$3.22	\$10,934.50
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	250		\$1.94	\$6,592.15
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	250		\$0.88	\$3,000.04
C	Interiors		11.90%	\$15.12	\$51,421.17
C1010	Partitions			\$5.33	\$18,117.22
C10101022300	Lightweight block 4" thick	714		\$1.90	\$6,476.09
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	952		\$3.42	\$11,641.13
C1020	Interior Doors			\$0.50	\$1,714.92
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1.13		\$0.50	\$1,714.92
C3010	Wall Finishes			\$6.92	\$23,513.55
C30102202000	2 coats paint on masonry with block filler	3200		\$4.85	\$16,500.74
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	1360		\$1.11	\$3,784.88
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	1360		\$0.95	\$3,227.93
C3020	Floor Finishes			\$1.61	\$5,481.54
C30204100940	Concrete topping, hardeners, metallic additive, minimum	3060		\$1.33	\$4,512.34
C30204101580	Vinyl, composition tile, minimum	340		\$0.29	\$969.20

C3030	Ceiling Finishes			\$0.76	\$2,593.94
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	340		\$0.76	\$2,593.94
D	Services		37.90%	\$48.19	\$163,842.40
D2010	Plumbing Fixtures			\$3.90	\$13,270.00
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.16		\$1.40	\$4,772.26
D20102102000	Urinal, vitreous china, wall hung	0.58		\$0.29	\$990.13
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	1.16		\$0.73	\$2,467.01
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.58		\$1.05	\$3,562.11
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.58		\$0.43	\$1,478.49
D2020	Domestic Water Distribution			\$0.64	\$2,184.61
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.58		\$0.64	\$2,184.61
D2040	Rain Water Drainage			\$5.80	\$19,717.88
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	1.73		\$2.17	\$7,368.94
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$3.63	\$12,348.94
D3050	Terminal & Package Units			\$11.55	\$39,278.60
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	3400		\$11.55	\$39,278.60
D4010	Sprinklers			\$6.20	\$21,096.18
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	3400		\$6.20	\$21,096.18
D4020	Standpipes			\$1.42	\$4,833.45
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.34		\$1.30	\$4,434.31
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.14		\$0.12	\$399.14
D5010	Electrical Service/Distribution			\$1.90	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$1.18	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.58	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.14	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$41,739.42
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	3400		\$2.87	\$9,746.92
D50201350280	Miscellaneous power, 1 watt	3400		\$0.39	\$1,335.38
D50201400240	Central air conditioning power, 3 watts	3400		\$0.84	\$2,854.16
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	3400		\$8.18	\$27,802.96
D5030	Communications and Security			\$4.49	\$15,267.57
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.34		\$2.62	\$8,922.96
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.34		\$1.56	\$5,297.27
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	0.68		\$0.31	\$1,047.34
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$127.13	\$432,247.26
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$19.07	\$64,837.09
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$146.20	\$497,084.35

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel J - 2150 106th Lane Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0023

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Accessible Parking

Code required accessible parking should be created	\$	500.00	Lump	1	\$	500.00
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Accessible Route

A code required accessible route into the building should be created	\$	1,500.00	Lump	1	\$	1,500.00
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Restrooms

Modify restrooms to comply with accessibility code	\$	2.42	SF	3,400	\$	8,228.00
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Drinking Fountains

Install code required drinking fountains	\$	0.43	SF	3,400	\$	1,462.00
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Structural Elements

No Deficiencies Observed					\$	-
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Exiting

Thresholds

Modify thresholds to comply with maximum height	\$	0.25	SF	3,400	\$	850.00
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Door Hardware

Replace non code compliant door hardware	\$	250.00	Ea	2	\$	500.00
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Emergency Lighting

Install code-compliant emergency lighting	\$	1,500.00	Ea	4	\$	6,000.00
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Emergency Notification System

Install a code required emergency notification system	\$	1.56	SF	3,400	\$	5,304.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$	2.62	SF	3,400	\$	8,908.00
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Building Sprinkler System

Install a code required building sprinkler system	\$	7.50	SF	3,400	\$	25,500.00
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Exterior Construction

Block Walls

Replace damaged/missing concrete block to prevent water intrusion per code	\$	5,000.00	Lump	1	\$	5,000.00
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Roof Construction

Roofing Material

Replace failed roofing materials to prevent water intrusion per code	\$	10.37	SF	3,400	\$	35,258.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.55	SF	3,400	\$ 39,270.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 1.76	SF	3,400	\$ 5,984.00
	Install a code compliant lighting system	\$ 8.18	SF	3,400	\$ 27,812.00
Total Code Improvements					\$ 172,076

Town Center Redevelopment TIF District | Parcel J



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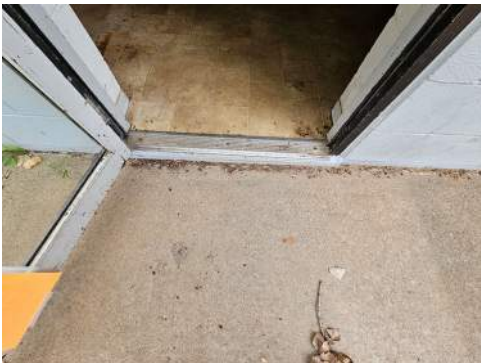
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Town Center Redevelopment TIF District | Parcel J



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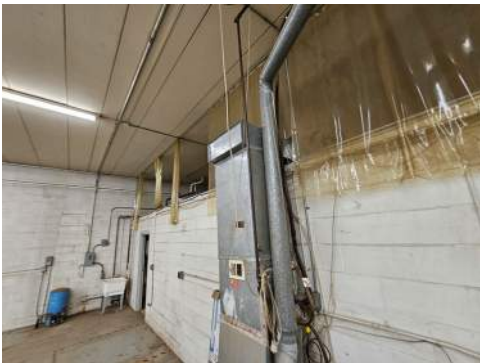
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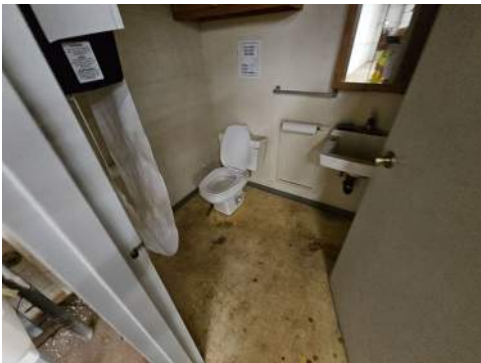
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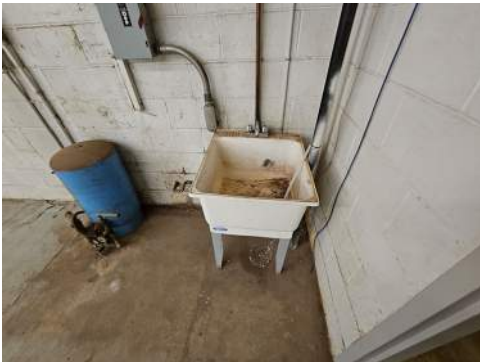


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Town Center Redevelopment TIF District | Parcel J



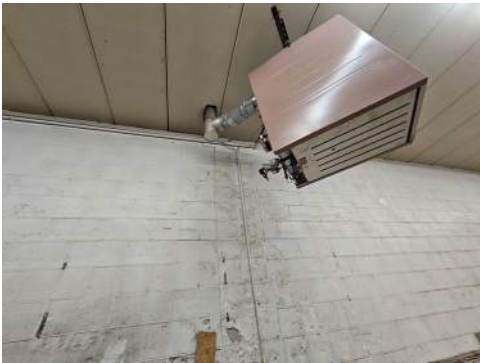
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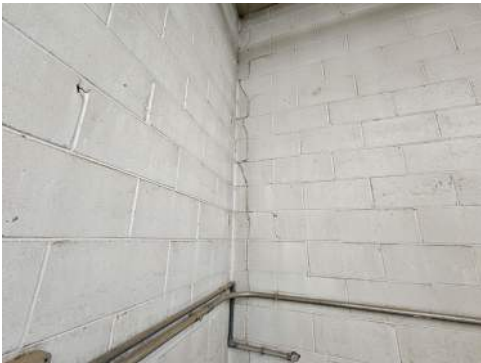
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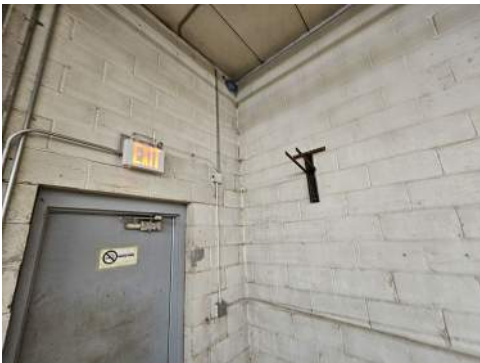
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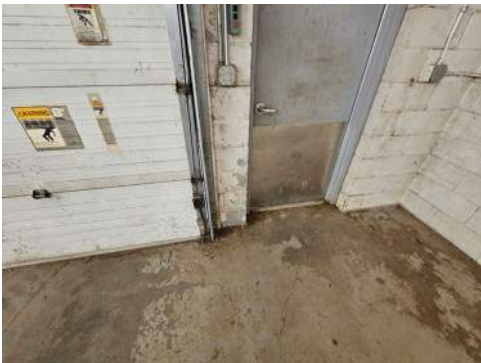
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Town Center Redevelopment TIF District | Parcel J



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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/10/2024

Estimate Name:	2190 106th Lane NE	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	16.00	
Floor Area (S.F.):	4600	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$141.97	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$653,073.28	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		19.51%	\$24.09	\$110,808.37
A1010	Standard Foundations			\$11.96	\$55,037.42
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	300		\$7.44	\$34,222.50
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	330		\$4.52	\$20,814.92
A1030	Slab on Grade			\$11.69	\$53,752.29
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	4600		\$11.69	\$53,752.29
A2010	Basement Excavation			\$0.44	\$2,018.66
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	4600		\$0.44	\$2,018.66
B	Shell		29.57%	\$36.51	\$167,935.07
B1020	Roof Construction			\$8.80	\$40,476.00
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	4600		\$8.80	\$40,476.00
B2010	Exterior Walls			\$13.13	\$60,385.54
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	3840		\$13.13	\$60,385.54
B2020	Exterior Windows			\$1.37	\$6,302.94
B20201045950	Windows, steel, industrial security, insulated glass, 4'-1" x 5'-5"	2		\$1.37	\$6,302.94
B2030	Exterior Doors			\$3.16	\$14,548.86
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	1.38		\$1.23	\$5,650.71
B20302204700	Door, steel 24 gauge, overhead, sectional, electric operator, 20'-0" x 14'-0" opening	1		\$1.93	\$8,898.15
B3010	Roof Coverings			\$10.05	\$46,221.73
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	4600		\$4.33	\$19,917.36
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	4600		\$3.22	\$14,793.74
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	300		\$1.72	\$7,910.58
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	300		\$0.78	\$3,600.05
C	Interiors		12.02%	\$14.83	\$68,233.78
C1010	Partitions			\$5.33	\$24,511.55
C10101022300	Lightweight block 4" thick	966		\$1.90	\$8,761.78
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	1288		\$3.42	\$15,749.77
C1020	Interior Doors			\$0.50	\$2,320.18
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1.53		\$0.50	\$2,320.18
C2010	Stair Construction			\$0.26	\$1,187.60
C20101101150	Stairs, wood, prefab basement type, oak treads, wood rails 3'-0" W, 14 risers	1		\$0.26	\$1,187.60
C3010	Wall Finishes			\$6.37	\$29,288.80
C30102202000	2 coats paint on masonry with block filler	3840		\$4.30	\$19,800.88
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	1840		\$1.11	\$5,120.72
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	1840		\$0.95	\$4,367.20

C3020	Floor Finishes			\$1.61	\$7,416.20
C30204100940	Concrete topping, hardeners, metallic additive, minimum	4140		\$1.33	\$6,104.93
C30204101580	Vinyl, composition tile, minimum	460		\$0.29	\$1,311.27
C3030	Ceiling Finishes			\$0.76	\$3,509.45
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	460		\$0.76	\$3,509.45
D	Services		38.90%	\$48.02	\$220,912.59
D2010	Plumbing Fixtures			\$4.43	\$20,377.87
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.56		\$1.40	\$6,456.59
D20102102000	Urinal, vitreous china, wall hung	0.78		\$0.29	\$1,339.59
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	1.56		\$0.73	\$3,337.72
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.78		\$1.05	\$4,819.33
D20107101560	Shower, stall, baked enamel, molded stone receptor, 30" square	0.78		\$0.53	\$2,424.33
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.78		\$0.43	\$2,000.31
D2020	Domestic Water Distribution			\$0.64	\$2,955.65
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.78		\$0.64	\$2,955.65
D2040	Rain Water Drainage			\$4.85	\$22,318.68
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	2.35		\$2.17	\$9,969.74
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$2.68	\$12,348.94
D3050	Terminal & Package Units			\$11.55	\$53,141.64
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	4600		\$11.55	\$53,141.64
D3090	Other HVAC Systems/Equip			\$0.75	\$3,455.68
D30903201060	Garage, single exhaust, 3" outlet, additional bays up to seven bays	2		\$0.75	\$3,455.68
D4010	Sprinklers			\$6.20	\$28,541.90
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	4600		\$6.20	\$28,541.90
D4020	Standpipes			\$1.42	\$6,539.39
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.46		\$1.30	\$5,999.37
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.18		\$0.12	\$540.02
D5010	Electrical Service/Distribution			\$1.40	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.87	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.43	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.10	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$56,470.98
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	4600		\$2.87	\$13,187.00
D50201350280	Miscellaneous power, 1 watt	4600		\$0.39	\$1,806.70
D50201400240	Central air conditioning power, 3 watts	4600		\$0.84	\$3,861.52
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	4600		\$8.18	\$37,615.76
D5030	Communications and Security			\$4.49	\$20,656.11
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.46		\$2.62	\$12,072.24
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.46		\$1.56	\$7,166.89
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	0.92		\$0.31	\$1,416.98
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$123.45	\$567,889.81
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$18.52	\$85,183.47
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$141.97	\$653,073.28

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel L - 2190 106th Lane North East, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0025

Building Name or Type

Welding Shop

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Accessible Parking

Code required accessible parking should be created	\$	500.00	Lump	1	\$	500.00
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Accessible Route

A code required accessible route into the building should be created	\$	1,500.00	Lump	1	\$	1,500.00
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Restrooms

Modify restrooms to comply with accessibility code	\$	2.42	SF	4,600	\$	11,132.00
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Drinking Fountains

Install code required drinking fountains	\$	0.43	SF	4,600	\$	1,978.00
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Structural Elements

No Deficiencies Observed					\$	-
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Exiting

Thresholds

Modify thresholds to comply with maximum height	\$	0.25	SF	4,600	\$	1,150.00
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Door Hardware

Replace non code compliant door hardware	\$	250.00	Ea	2	\$	500.00
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Stairs

Modify stairs to comply with code	\$	0.26	SF	4,600	\$	1,196.00
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Emergency Lighting

Install code-compliant emergency lighting	\$	1,500.00	Ea	4	\$	6,000.00
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Emergency Notification System

Install a code required emergency notification system	\$	1.56	SF	4,600	\$	7,176.00
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Elevated Platform

Install a code required toe board around the elevated platform	\$	500.00	Ea	1	\$	500.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$	2.62	SF	4,600	\$	12,052.00
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Exterior Construction

Block Walls

Replace damaged/missing concrete block to prevent water intrusion per code	\$	5,000.00	Lump	1	\$	5,000.00
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Roof Construction

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	No Deficiencies Observed				\$ -
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.55	SF	4,600	\$ 53,130.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 4.10	SF	4,600	\$ 18,860.00
	Install a code compliant lighting system	\$ 8.18	SF	4,600	\$ 37,628.00
	Properly protect electric motor pullies per code	\$ 250.00	Ea	1	\$ 250.00
	Protect opening in circuit breaker panels per code	\$ 150.00	Lump	1	\$ 150.00
Total Code Improvements					\$ 158,702

Town Center Redevelopment TIF District | Parcel L



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Town Center Redevelopment TIF District | Parcel L



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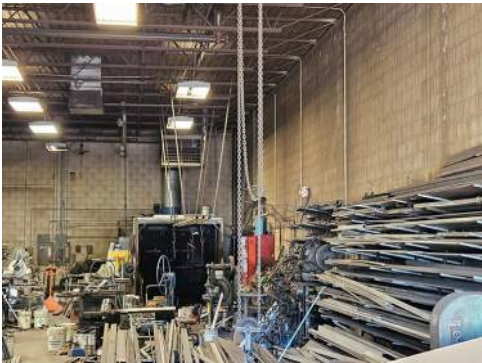
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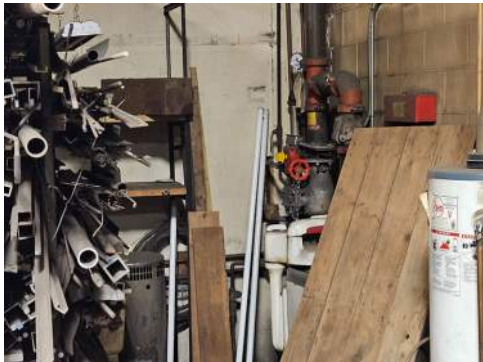


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Town Center Redevelopment TIF District | Parcel L



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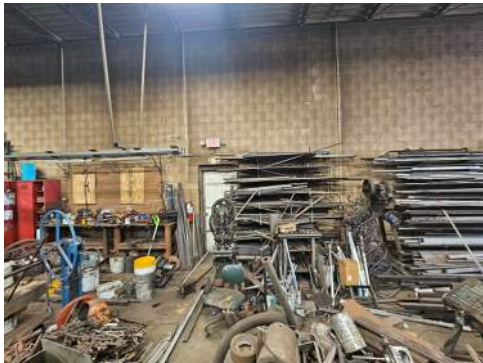
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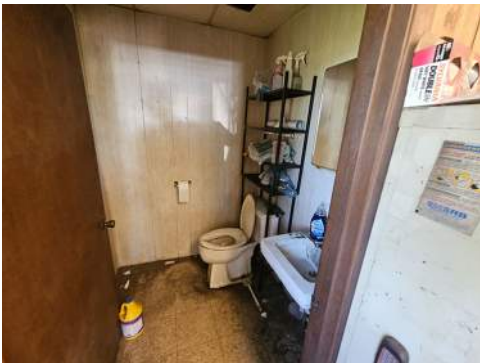
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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/20/2024

Estimate Name:	10600 Radisson Rd NE	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	16.00	
Floor Area (S.F.):	7800	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$145.90	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$1,137,981.82	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		16.53%	\$20.97	\$163,548.36
A1010	Standard Foundations			\$8.84	\$68,980.23
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	376		\$5.50	\$42,892.20
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	413.6		\$3.34	\$26,088.03
A1030	Slab on Grade			\$11.69	\$91,145.18
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	7800		\$11.69	\$91,145.18
A2010	Basement Excavation			\$0.44	\$3,422.95
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	7800		\$0.44	\$3,422.95
B	Shell		26.90%	\$34.12	\$266,142.70
B1020	Roof Construction			\$8.80	\$68,633.21
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	7800		\$8.80	\$68,633.21
B2010	Exterior Walls			\$9.70	\$75,683.21
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	4812.8		\$9.70	\$75,683.21
B2020	Exterior Windows			\$1.97	\$15,391.98
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	20.05		\$1.97	\$15,391.98
B2030	Exterior Doors			\$4.25	\$33,149.71
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	2.34		\$1.23	\$9,581.65
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	6.27		\$3.02	\$23,568.06
B3010	Roof Coverings			\$9.40	\$73,284.59
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	7800		\$4.33	\$33,772.91
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	7800		\$3.22	\$25,085.03
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	376		\$1.27	\$9,914.59
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	376		\$0.58	\$4,512.06
C	Interiors		11.11%	\$14.09	\$109,920.63
C1010	Partitions			\$5.33	\$41,563.05
C10101022300	Lightweight block 4" thick	1638		\$1.90	\$14,856.92
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	2184		\$3.42	\$26,706.13
C1020	Interior Doors			\$0.50	\$3,934.22
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	2.6		\$0.50	\$3,934.22
C1030	Fittings			\$0.33	\$2,535.39
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$0.33	\$2,535.39
C3010	Wall Finishes			\$5.24	\$40,905.33
C30102202000	2 coats paint on masonry with block filler	4812.8		\$3.18	\$24,817.11
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	3120		\$1.11	\$8,682.96
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	3120		\$0.95	\$7,405.26

C3020	Floor Finishes			\$1.93	\$15,031.83
C30204100100	Carpet tile, nylon, fusion bonded, 18" x 18" or 24" x 24", 42 oz	780		\$0.60	\$4,680.00
C30204100940	Concrete topping, hardeners, metallic additive, minimum	7020		\$1.33	\$10,351.83
C3030	Ceiling Finishes			\$0.76	\$5,950.81
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	780		\$0.76	\$5,950.81
D	Services		45.47%	\$57.68	\$449,937.72
D1010	Elevators and Lifts			\$11.09	\$86,522.00
D10101102200	Hydraulic, passenger elevator, 3000 lb, 2 floors, 100 FPM	1		\$11.09	\$86,522.00
D2010	Plumbing Fixtures			\$3.90	\$30,442.95
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	2.65		\$1.40	\$10,948.13
D20102102000	Urinal, vitreous china, wall hung	1.33		\$0.29	\$2,271.47
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	2.65		\$0.73	\$5,659.61
D20104040340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	1.33		\$1.05	\$8,171.91
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	1.33		\$0.43	\$3,391.83
D2020	Domestic Water Distribution			\$0.64	\$5,011.75
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	1.33		\$0.64	\$5,011.75
D2040	Rain Water Drainage			\$3.75	\$29,254.15
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	3.98		\$2.17	\$16,905.21
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$1.58	\$12,348.94
D3050	Terminal & Package Units			\$11.55	\$90,109.73
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	7800		\$11.55	\$90,109.73
D3090	Other HVAC Systems/Equip			\$1.45	\$11,274.48
D30903201040	Garage, single exhaust, 3" outlet, cars & light trucks, 1 bay	1		\$1.00	\$7,818.80
D30903201060	Garage, single exhaust, 3" outlet, additional bays up to seven bays	2		\$0.44	\$3,455.68
D4010	Sprinklers			\$6.20	\$48,397.13
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	7800		\$6.20	\$48,397.13
D4020	Standpipes			\$1.42	\$11,088.52
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.78		\$1.30	\$10,172.84
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.31		\$0.12	\$915.68
D5010	Electrical Service/Distribution			\$0.83	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.52	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.25	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.06	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$95,755.14
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	7800		\$2.87	\$22,360.57
D50201350280	Miscellaneous power, 1 watt	7800		\$0.39	\$3,063.53
D50201400240	Central air conditioning power, 3 watts	7800		\$0.84	\$6,547.79
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	7800		\$8.18	\$63,783.25
D5030	Communications and Security			\$4.49	\$35,025.59
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.78		\$2.62	\$20,470.32
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.78		\$1.56	\$12,152.56
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	1.56		\$0.31	\$2,402.71
D5090	Other Electrical Systems			\$0.08	\$601.59
D50902100280	Generator sets, w/battery, charger, muffler and transfer switch, gas/gasoline operated, 3 phase, 4 wire, 277/480 V, 15 kW	0.78		\$0.08	\$601.59

E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00

SubTotal		100%	\$126.87	\$989,549.41
Contractor Fees (General Conditions,Overhead,Profit)		15.0%	\$19.03	\$148,432.41
Architectural Fees		0.0%	\$0.00	\$0.00
User Fees		0.0%	\$0.00	\$0.00
Total Building Cost			\$145.90	\$1,137,981.82

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel M - 10600 Radisson Road Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0004

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Accessible Parking				
	Code required accessible parking should be created	\$ 500.00	Lump	1	\$ 500.00
	Accessible Route				
	A code required accessible route into the building should be created	\$ 500.00	Lump	1	\$ 500.00
	A code required accessible route to all levels of the building should be created	\$ 11.09	SF	7,800	\$ 86,502.00
	Restrooms				
	Modify restrooms to comply with accessibility code	\$ 2.75	SF	7,800	\$ 21,450.00
	Drinking Fountains				
	Install code required drinking fountains	\$ 0.43	SF	7,800	\$ 3,354.00
Structural Elements					
	Steel Lintels				
	Steel lintels should be protected from rusting per code	\$1,000.00	Lump	1	\$ 1,000.00
Exiting					
	Thresholds				
	Modify thresholds to comply with maximum height	\$ 0.25	SF	7,800	\$ 1,950.00
	Door Hardware				
	Replace non code compliant door hardware	\$ 250.00	Ea	8	\$ 2,000.00
	Stairs				
	Modify stairs to comply with code	\$2,000.00	Lump	1	\$ 2,000.00
	Glass Doors				
	Glass doors should have code required 10-inch kick plates installed	\$ 250.00	Ea	6	\$ 1,500.00
	Floor Tile				
	Replace damaged floor tile to create a code required unimpeded means for emergency egress	\$ 750.00	Lump	1	\$ 750.00
	Emergency Lighting				
	Install code-compliant emergency lighting	\$1,500.00	Ea	9	\$ 13,500.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 1.56	SF	7,800	\$ 12,168.00
Fire Protection					
	Smoke Detectors				
	Install code required smoke detectors	\$ 2.62	SF	7,800	\$ 20,436.00
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 7.62	SF	7,800	\$ 59,436.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Exterior Construction					
	Block Walls				
	Replace damaged/missing concrete block to prevent water intrusion per code	\$ 1.59	SF	7,800	\$ 12,402.00
	Windowsills				
	Repair/replace damaged block window sill to prevent water intrusion per code	\$2,000.00	Lump	1	\$ 2,000.00
	Windows				
	Replace failed windows to prevent water intrusion per code	\$ 1.97	SF	7,800	\$ 15,366.00
	Garage Doors				
	Replace damaged/missing garage door seals to prevent water intrusion per code	\$1,000.00	Lump	1	\$ 1,000.00
Roof Construction					
	Roofing Material				
	Replace failed roofing materials to prevent water intrusion per code	\$ 9.40	SF	7,800	\$ 73,320.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.55	SF	7,800	\$ 90,090.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 2.87	SF	7,800	\$ 22,386.00
	Install a code compliant lighting system	\$ 8.18	SF	7,800	\$ 63,804.00
	Protect circuit breakers per code	\$ 500.00	Lump	1	\$ 500.00
Total Code Improvements					\$ 507,914

Town Center Redevelopment TIF District | Parcel M



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Town Center Redevelopment TIF District | Parcel M



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Town Center Redevelopment TIF District | Parcel M



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Town Center Redevelopment TIF District | Parcel M



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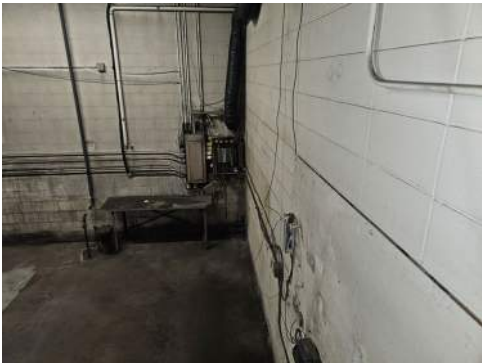
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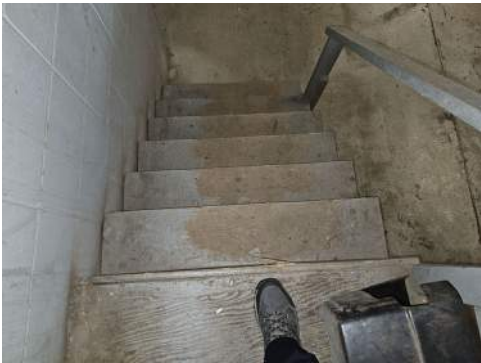
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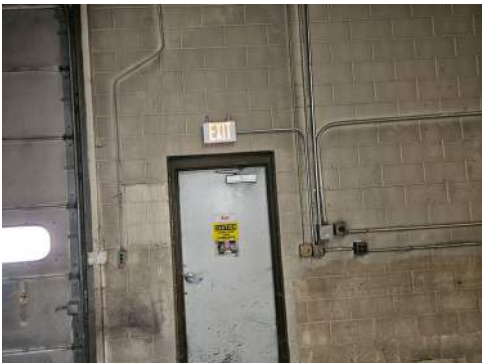
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Town Center Redevelopment TIF District | Parcel M



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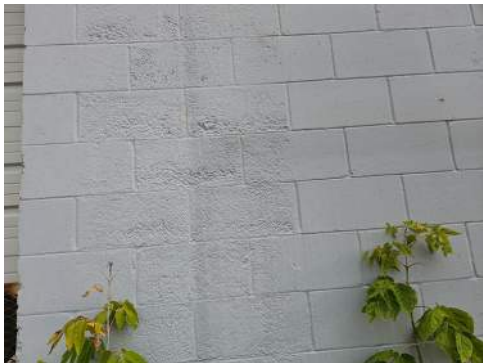
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Town Center Redevelopment TID District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

8/29/2024

Estimate Name:	10590 Radisson Road NE East Building	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	21	
Floor Area (S.F.):	4000	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$138.04	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$552,167.67	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		20.80%	\$24.97	\$99,864.73
A1010	Standard Foundations			\$12.84	\$51,368.25
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	280		\$7.99	\$31,941.00
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	308		\$4.86	\$19,427.25
A1030	Slab on Grade			\$11.69	\$46,741.12
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	4000		\$11.69	\$46,741.12
A2010	Basement Excavation			\$0.44	\$1,755.36
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	4000		\$0.44	\$1,755.36
B	Shell		34.06%	\$40.89	\$163,546.27
B1020	Roof Construction			\$8.80	\$35,196.52
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	4000		\$8.80	\$35,196.52
B2010	Exterior Walls			\$18.49	\$73,972.28
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	4704		\$18.49	\$73,972.28
B2020	Exterior Windows			\$0.53	\$2,133.80
B20201067750	Windows, aluminum, casements, insulated glass, 4'-5" x 5'-3"	1		\$0.53	\$2,133.80
B2030	Exterior Doors			\$2.83	\$11,316.86
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	1.2		\$1.23	\$4,913.66
B20302205200	Door, steel, overhead, rolling, electric operator, 14'-0" x 14'-0" opening	1		\$1.60	\$6,403.20
B3010	Roof Coverings			\$10.23	\$40,926.81
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	4000		\$4.33	\$17,319.44
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	4000		\$3.22	\$12,864.12
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	280		\$1.85	\$7,383.21
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	280		\$0.84	\$3,360.04
C	Interiors		13.50%	\$16.21	\$64,822.63
C1010	Partitions			\$5.33	\$21,314.38
C10101022300	Lightweight block 4" thick	840		\$1.90	\$7,618.93
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	1120		\$3.42	\$13,695.45
C1020	Interior Doors			\$0.50	\$2,017.55
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1.33		\$0.50	\$2,017.55
C1030	Fittings			\$0.63	\$2,535.39
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$0.63	\$2,535.39
C3010	Wall Finishes			\$8.13	\$32,506.45
C30102202000	2 coats paint on masonry with block filler	4704		\$6.06	\$24,256.08
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	1600		\$1.11	\$4,452.80
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	1600		\$0.95	\$3,797.57

C3020	Floor Finishes			\$1.61	\$6,448.86
C30204100940	Concrete topping, hardeners, metallic additive, minimum	3600		\$1.33	\$5,308.63
C30204101580	Vinyl, composition tile, minimum	400		\$0.29	\$1,140.23
D	Services		31.64%	\$37.98	\$151,912.17
D2010	Plumbing Fixtures			\$3.90	\$15,611.77
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.36		\$1.40	\$5,614.43
D20102102000	Urinal, vitreous china, wall hung	0.68		\$0.29	\$1,164.86
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	1.36		\$0.73	\$2,902.36
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.68		\$1.05	\$4,190.72
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.68		\$0.43	\$1,739.40
D2020	Domestic Water Distribution			\$0.64	\$2,570.13
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.68		\$0.64	\$2,570.13
D2040	Rain Water Drainage			\$5.25	\$21,018.28
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	2.04		\$2.17	\$8,669.34
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$3.09	\$12,348.94
D3050	Terminal & Package Units			\$2.17	\$8,684.80
D30501201070	Space heater, suspended, gas fired, propeller fan, 320 MBH	1		\$2.17	\$8,684.80
D4010	Sprinklers			\$6.20	\$24,819.04
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	4000		\$6.20	\$24,819.04
D4020	Standpipes			\$1.42	\$5,686.42
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.4		\$1.30	\$5,216.84
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.16		\$0.12	\$469.58
D5010	Electrical Service/Distribution			\$1.61	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$1.00	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.49	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.12	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$49,105.20
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	4000		\$2.87	\$11,466.96
D50201350280	Miscellaneous power, 1 watt	4000		\$0.39	\$1,571.04
D50201400240	Central air conditioning power, 3 watts	4000		\$0.84	\$3,357.84
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	4000		\$8.18	\$32,709.36
D5030	Communications and Security			\$4.49	\$17,961.84
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.4		\$2.62	\$10,497.60
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.4		\$1.56	\$6,232.08
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	0.8		\$0.31	\$1,232.16
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$120.04	\$480,145.80
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$18.01	\$72,021.87
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$138.04	\$552,167.67

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel N1 - 10590 Radisson Road Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0003 East Building

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Accessible Parking

Code required accessible parking should be created	\$	500.00	Lump	1	\$	500.00
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Accessible Route

A code required accessible route into the building should be created	\$	500.00	Lump	1	\$	500.00
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Restrooms

Modify restrooms to comply with accessibility code	\$	3.05	SF	4,000	\$	12,200.00
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Drinking Fountains

Install code required drinking fountains	\$	0.48	SF	4,000	\$	1,920.00
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Structural Elements

No Deficiencies Observed					\$	-
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Exiting

Thresholds

Modify thresholds to comply with maximum height	\$	0.15	SF	4,000	\$	600.00
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Emergency Lighting

Install code-compliant emergency lighting	\$	1,500.00	Ea	4	\$	6,000.00
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Emergency Notification System

Install a code required emergency notification system	\$	1.56	SF	4,000	\$	6,240.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$	2.62	SF	4,000	\$	10,480.00
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Building Sprinkler System

Install a code required building sprinkler system	\$	7.62	SF	4,000	\$	30,480.00
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Exterior Construction

Block Walls

Replace damaged/missing concrete block to prevent water intrusion per code	\$	5,000.00	Lump	1	\$	5,000.00
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Replace missing mortar to prevent water intrusion per code	\$	500.00	Lump	1	\$	500.00
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Roof Construction

Roofing Material

Replace failed roofing materials to prevent water intrusion per code	\$	10.23	SF	4,000	\$	40,920.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 2.17	SF	4,000	\$ 8,680.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 2.87	SF	4,000	\$ 11,480.00
	Install a code compliant lighting system	\$ 8.18	SF	4,000	\$ 32,720.00
Total Code Improvements					\$ 168,220

Town Center Redevelopment TIF District | Parcel N1



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Town Center Redevelopment TIF District | Parcel N1



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Town Center Redevelopment TIF District

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date: 9/10/2024

Estimate Name:	10590 Radisson Road NE West Building	
Building Type:	Metal Sandwich Panel / Rigid Steel	
Location:	Blaine, MN	
Story Count:	1	
Story Height (L.F.):	16.00	
Floor Area (S.F.):	7400	
Labor Type:	STD	
Basement Included:	No	
Data Release:	Year 2021 Quarter 1	
Cost Per Square Foot:	\$93.93	
Building Cost:	\$695,066.35	

Costs are derived from a building model with basic components.
Scope differences and market conditions can cause costs to vary significantly.

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		20.85%	\$17.03	\$126,002.95
A1010	Standard Foundations			\$7.41	\$54,825.75
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	345		\$4.65	\$34,378.56
A10101102900	Strip footing, concrete, reinforced, load 6.8 KLF, soil bearing capacity 3 KSF, 12" deep x 32" wide	345		\$2.59	\$19,138.19
A10102107300	Spread footings, 3000 PSI concrete, load 75K, soil bearing capacity 6 KSF, 4' - 0" square x 12" deep	3.7		\$0.18	\$1,309.00
A1030	Slab on Grade			\$9.41	\$69,636.52
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	7400		\$9.41	\$69,636.52
A2010	Basement Excavation			\$0.21	\$1,540.68
A20101105740	Excavate and fill, 30,000 SF, 4' deep, sand, gravel, or common earth, on site storage	7400		\$0.21	\$1,540.68
B	Shell		41.88%	\$34.21	\$253,143.45
B1020	Roof Construction			\$13.15	\$97,302.30
B10201245800	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns, 50'x50' bay, 40 PSF superimposed load, 59" deep, 64 PSF total load	7400		\$13.15	\$97,302.30
B2010	Exterior Walls			\$8.96	\$66,330.89
B20101464100	Metal siding, steel, sandwich panels, factory fabricated, 1" polystyrene, steel core, 26 ga, galvanized	370		\$0.69	\$5,106.00
B20101464200	Metal siding, steel, sandwich panels, factory fabricated, 1" polystyrene, stl. core, 26 ga, colored 1 side	3864		\$8.27	\$61,224.89
B2030	Exterior Doors			\$3.38	\$25,024.95
B20302204700	Door, steel 24 gauge, overhead, sectional, electric operator, 20'-0" x 14'-0" opening	3		\$3.38	\$25,024.95
B3010	Roof Coverings			\$8.71	\$64,485.31
B30101301000	Roofing, corrugated, steel, colored, 28 ga, 1.08 PSF	7400		\$4.75	\$35,150.00
B30103200300	Insulation, rigid, roof deck, fiberboard, mineral, 1-1/2" thick, R4.17	7400		\$2.22	\$16,440.88
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	345		\$1.45	\$10,727.22
B30104300040	Flashing, aluminum, no backing sides, .019"	345		\$0.29	\$2,167.21
C	Interiors		0.50%	\$0.41	\$3,023.95
C1020	Interior Doors			\$0.26	\$1,905.40
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1.48		\$0.26	\$1,905.40
C3010	Wall Finishes			\$0.15	\$1,118.55
C30102300300	Painting, masonry or concrete, latex, brushwork, primer & 1 coat	740		\$0.15	\$1,118.55
D	Services		36.77%	\$30.03	\$222,235.17
D2010	Plumbing Fixtures			\$2.11	\$15,613.94
D20101102000	Water closet, vitreous china, tank type, 2 piece close coupled	2.52		\$0.53	\$3,917.19
D20102102040	Urinal, vitreous china, stall type	0.63		\$0.22	\$1,608.70
D20103102080	Lavatory w/trim, wall hung, PE on Cl, 19" x 17"	2.52		\$0.74	\$5,487.65
D20104404340	Service sink w/trim, PE on Cl, wall hung w/rim guard, 24" x 20"	0.63		\$0.42	\$3,101.32

D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.63		\$0.20	\$1,499.08
D2020	Domestic Water Distribution			\$3.33	\$24,655.18
D20202502260	Gas fired water heater, commercial, 100< F rise, 600 MBH input, 576 GPH	0.63		\$3.33	\$24,655.18
D2040	Rain Water Drainage			\$1.52	\$11,255.95
D20402104280	Roof drain, CI, soil,single hub, 5" diam, 10' high	2.96		\$1.17	\$8,678.13
D20402104320	Roof drain, CI, soil,single hub, 5" diam, for each additional foot add	41.44		\$0.35	\$2,577.82
D3050	Terminal & Package Units			\$3.09	\$22,843.50
D30501201070	Space heater, suspended, gas fired, propeller fan, 320 MBH	3		\$3.09	\$22,843.50
D4010	Sprinklers			\$3.87	\$28,638.00
D40104100620	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 10,000 SF	7400		\$3.87	\$28,638.00
D4020	Standpipes			\$1.51	\$11,147.58
D40203100560	Wet standpipe risers, class I, steel, black, sch 40, 4" diam pipe, 1 floor	1		\$1.51	\$11,147.58
D5010	Electrical Service/Distribution			\$1.11	\$8,234.60
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	0.46		\$0.21	\$1,542.94
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	37		\$0.24	\$1,782.99
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.37		\$0.66	\$4,908.67
D5020	Lighting and Branch Wiring			\$11.85	\$87,658.32
D50201100320	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 W per SF, with transformer	7400		\$2.81	\$20,778.16
D50201350200	Miscellaneous power, to .5 watts	7400		\$0.19	\$1,390.16
D50202081160	Fluorescent fixtures, type B, 80 fixtures per 4000 SF	7400		\$8.85	\$65,490.00
D5030	Communications and Security			\$1.65	\$12,188.10
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.37		\$1.17	\$8,631.62
D50309100460	Fire alarm command center, addressable without voice, excl. wire & conduit	1		\$0.48	\$3,556.48
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$81.68	\$604,405.52
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$12.25	\$90,660.83
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$93.93	\$695,066.35

Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel N2 - 10590 Radisson Road Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0003 West Building

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Accessible Parking				
	Code required accessible parking should be created	\$ 500.00	Lump	1	\$ 500.00
	Accessible Route				
	A code required accessible route into the building should be created	\$ 500.00	Lump	1	\$ 500.00
	Restrooms				
	Modify restrooms to comply with accessibility code	\$ 1.49	SF	7,400	\$ 11,026.00
	Drinking Fountains				
	Install code required drinking fountains	\$ 0.20	SF	7,400	\$ 1,480.00
Structural Elements					
	Steel Lintels				
	Steel lintels should be protected from rusting per code	\$ 1,000.00	Lump	1	\$ 1,000.00
Exiting					
	Thresholds				
	Modify thresholds to comply with maximum height	\$ 0.25	SF	7,400	\$ 1,850.00
	Door Hardware				
	Replace non code compliant door hardware	\$ 250.00	Ea	3	\$ 750.00
	Stairs				
	Modify stairs to comply with code	\$ 600.00	Lump	1	\$ 600.00
	Emergency Lighting				
	Install code-compliant emergency lighting	\$ 1,500.00	Ea	6	\$ 9,000.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 0.48	SF	7,400	\$ 3,552.00
Fire Protection					
	Smoke Detectors				
	Install code required smoke detectors	\$ 1.17	SF	7,400	\$ 8,658.00
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 5.38	SF	7,400	\$ 39,812.00
Exterior Construction					
	No Deficiencies Observed				\$ -

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Roof Construction					
	Roofing Material				
	Replace failed roofing materials to prevent water intrusion per code	\$ 8.71	SF	7,400	\$ 64,454.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 3.09	SF	7,400	\$ 22,866.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 3.00	SF	7,400	\$ 22,200.00
	Install a code compliant lighting system	\$ 8.85	SF	7,400	\$ 65,490.00
	Protect circuit breakers per code	\$ 500.00	Lump	1	\$ 500.00
Total Code Improvements					\$ 254,238

Town Center Redevelopment TIF District | Parcel N2



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Town Center Redevelopment TIF District | Parcel N2



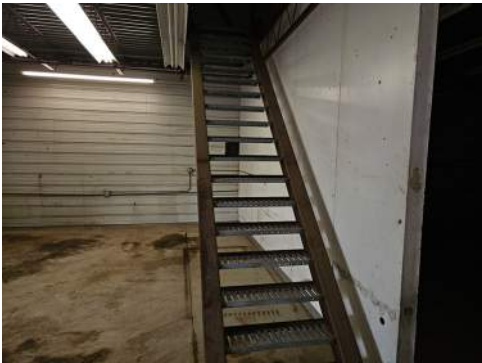
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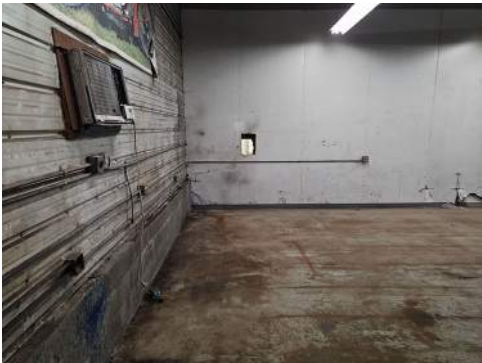
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Town Center Redevelopment TIF District | Parcel N2



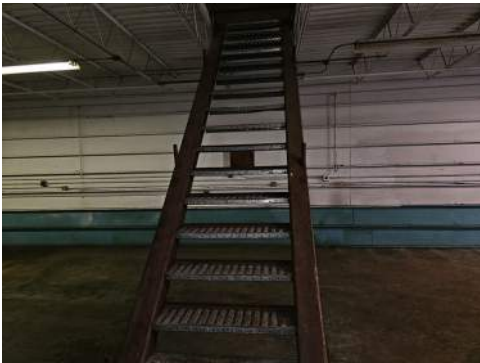
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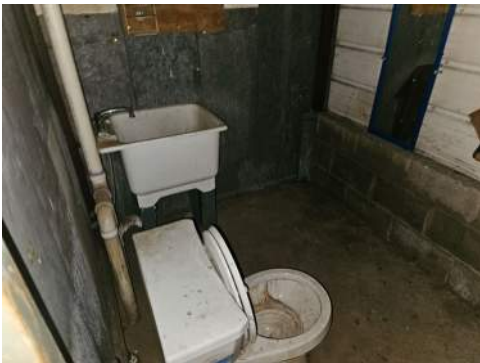
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Town Center Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date:

9/19/2024

Estimate Name:	10550 Radisson Rd NE	
Building Type:	Concrete Block / Steel Joists	
Location:	BLAINE, MN	
Story Count:	1	
Story Height (L.F.):	18.00	
Floor Area (S.F.):	6800	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2024 Quarter 3	
Cost Per Square Foot:	\$150.65	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Building Cost:	\$1,024,390.00	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		16.13%	\$21.14	\$143,719.00
A1010	Standard Foundations			\$9.01	\$61,274.99
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	334		\$5.60	\$38,101.05
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	367.4		\$3.41	\$23,173.94
A1030	Slab on Grade			\$11.69	\$79,459.90
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	6800		\$11.69	\$79,459.90
A2010	Basement Excavation			\$0.44	\$2,984.11
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	6800		\$0.44	\$2,984.11
B	Shell		26.90%	\$35.24	\$239,616.59
B1020	Roof Construction			\$8.80	\$59,834.08
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	6800		\$8.80	\$59,834.08
B2010	Exterior Walls			\$11.12	\$75,632.88
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	4809.6		\$11.12	\$75,632.88
B2020	Exterior Windows			\$2.26	\$15,381.74
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	20.04		\$2.26	\$15,381.74
B2030	Exterior Doors			\$3.62	\$24,640.68
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	2.04		\$1.23	\$8,353.23
B20302204650	Door, steel 24 gauge, overhead, sectional, electric operator, 12'-0" x 12'-0" opening	3		\$2.40	\$16,287.45
B3010	Roof Coverings			\$9.43	\$64,127.21
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	6800		\$4.33	\$29,443.05
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	6800		\$3.22	\$21,869.00
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	334		\$1.30	\$8,807.11
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	334		\$0.59	\$4,008.05
C	Interiors		10.91%	\$14.29	\$97,176.85
C1010	Partitions			\$5.33	\$36,234.45
C10101022300	Lightweight block 4" thick	1428		\$1.90	\$12,952.19
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	1904		\$3.42	\$23,282.26
C1020	Interior Doors			\$0.50	\$3,429.83
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	2.27		\$0.50	\$3,429.83
C1030	Fittings			\$0.37	\$2,535.39
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$0.37	\$2,535.39
C3010	Wall Finishes			\$5.71	\$38,826.24
C30102202000	2 coats paint on masonry with block filler	4809.6		\$3.65	\$24,800.61
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	2720		\$1.11	\$7,569.76
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	2720		\$0.95	\$6,455.87
C3020	Floor Finishes			\$1.61	\$10,963.06

C30204100940	Concrete topping, hardeners, metallic additive, minimum	6120		\$1.33	\$9,024.67
C30204101580	Vinyl, composition tile, minimum	680		\$0.29	\$1,938.39
C3030	Ceiling Finishes			\$0.76	\$5,187.88
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	680		\$0.76	\$5,187.88
D	Services		46.06%	\$60.33	\$410,261.47
D1010	Elevators and Lifts			\$12.72	\$86,522.00
D10101102200	Hydraulic, passenger elevator, 3000 lb, 2 floors, 100 FPM	1		\$12.72	\$86,522.00
D2010	Plumbing Fixtures			\$4.43	\$30,123.81
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	2.31		\$1.40	\$9,544.53
D20102102000	Urinal, vitreous china, wall hung	1.16		\$0.29	\$1,980.26
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	2.31		\$0.73	\$4,934.02
D2010404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	1.16		\$1.05	\$7,124.23
D20107101560	Shower, stall, baked enamel, molded stone receptor, 30" square	1.16		\$0.53	\$3,583.79
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	1.16		\$0.43	\$2,956.98
D2020	Domestic Water Distribution			\$0.64	\$4,369.22
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	1.16		\$0.64	\$4,369.22
D2040	Rain Water Drainage			\$3.98	\$27,086.81
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	3.47		\$2.17	\$14,737.87
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$1.82	\$12,348.94
D3050	Terminal & Package Units			\$11.55	\$78,557.20
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	6800		\$11.55	\$78,557.20
D3090	Other HVAC Systems/Equip			\$1.66	\$11,274.48
D30903201040	Garage, single exhaust, 3" outlet, cars & light trucks, 1 bay	1		\$1.15	\$7,818.80
D30903201060	Garage, single exhaust, 3" outlet, additional bays up to seven bays	2		\$0.51	\$3,455.68
D4010	Sprinklers			\$6.20	\$42,192.37
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	6800		\$6.20	\$42,192.37
D4020	Standpipes			\$1.42	\$9,666.92
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.68		\$1.30	\$8,868.63
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.27		\$0.12	\$798.29
D5010	Electrical Service/Distribution			\$0.95	\$6,454.69
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.59	\$4,019.48
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.29	\$1,964.07
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.07	\$471.14
D5020	Lighting and Branch Wiring			\$12.28	\$83,478.84
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	6800		\$2.87	\$19,493.83
D50201350280	Miscellaneous power, 1 watt	6800		\$0.39	\$2,670.77
D50201400240	Central air conditioning power, 3 watts	6800		\$0.84	\$5,708.33
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	6800		\$8.18	\$55,605.91
D5030	Communications and Security			\$4.49	\$30,535.13
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.68		\$2.62	\$17,845.92
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.68		\$1.56	\$10,594.54
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	1.36		\$0.31	\$2,094.67
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$131.00	\$890,773.91
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$19.65	\$133,616.09
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00

Total Building Cost	\$150.65	\$1,024,390.00
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Town Center Redevelopment TIF District

Code Deficiency Cost Report

Parcel O - 10550 Radisson Road Northeast, Blaine, Minnesota 55449

Parcel ID 21-31-23-24-0002

Building Name or Type

Commercial Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Accessible Parking

Code required accessible parking should be created

\$ 500.00 Lump 1 \$ 500.00

Accessible Route

A code required accessible route into the building should be created

\$ 500.00 Lump 1 \$ 500.00

Create a code required accessible route to all levels of the building

\$ 12.72 SF 6,800 \$ 86,496.00

Restrooms

Install code compliant restrooms

\$ 2.79 SF 6,800 \$ 18,972.00

Drinking Fountain

Install code required drinking fountains

\$ 0.43 SF 6,800 \$ 2,924.00

Structural Elements

Steel Lintels

Steel lintels should be protected from rusting per code

\$ 1,000.00 Lump 1 \$ 1,000.00

Exiting

Thresholds

Modify thresholds to comply with maximum height

\$ 0.25 SF 6,800 \$ 1,700.00

Door Hardware

Replace non code compliant door hardware

\$ 250.00 Ea 4 \$ 1,000.00

Stairs

Modify stairs to comply with code

\$ 0.30 SF 6,800 \$ 2,040.00

Emergency Lighting

Install code-compliant emergency lighting

\$ 1,500.00 Ea 8 \$ 12,000.00

Emergency Notification System

Install a code required emergency notification system

\$ 1.56 SF 6,800 \$ 10,608.00

Fire Protection

Smoke Detectors

Install code required smoke detectors

\$ 2.62 SF 6,800 \$ 17,816.00

Exterior Construction

Block Walls

Replace damaged/missing concrete block to prevent water intrusion per code

\$ 5,000.00 Lump 1 \$ 5,000.00

Roof Construction

Roofing Material

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Replace failed roofing materials to prevent water intrusion per code	\$ 9.43	SF	6,800	\$ 64,124.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.55	SF	6,800	\$ 78,540.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 2.87	SF	6,800	\$ 19,516.00
	Install a code compliant lighting system	\$ 8.18	SF	6,800	\$ 55,624.00
Total Code Improvements					\$ 378,360

Town Center Redevelopment TIF District | Parcel O



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Town Center Redevelopment TIF District | Parcel O



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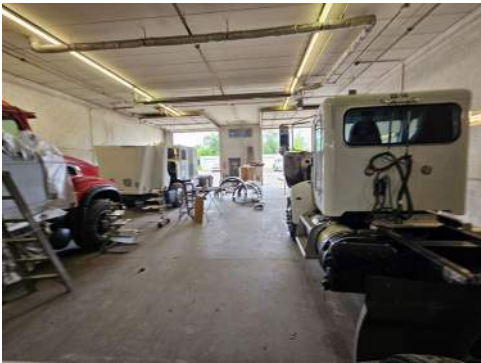
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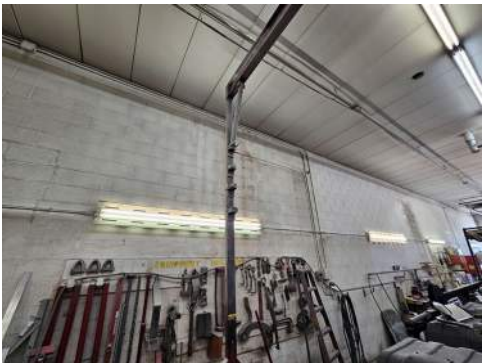
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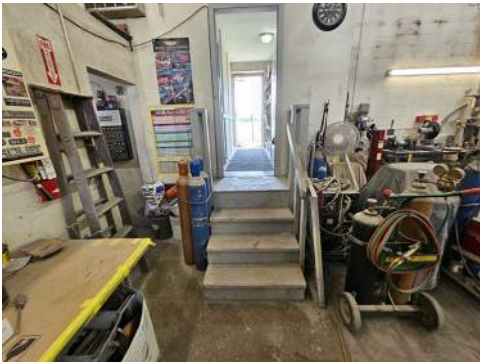


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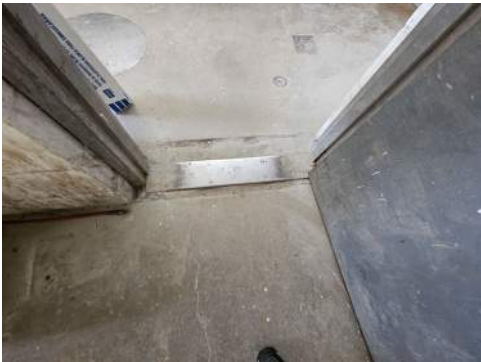


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Town Center Redevelopment TIF District | Parcel O



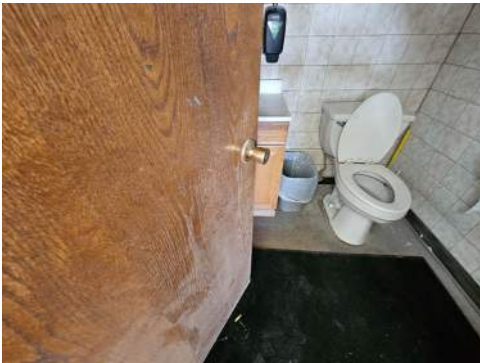
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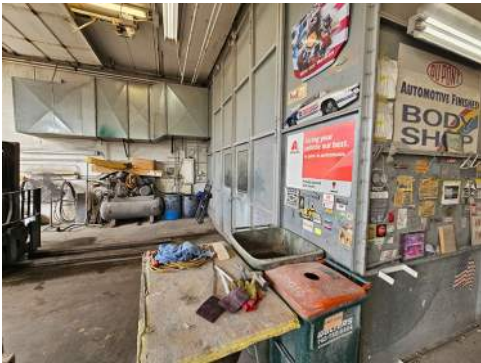
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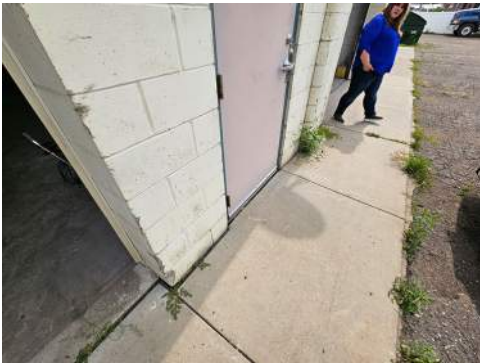
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Prepared by:



701 Washington Avenue North, Suite 200, Minneapolis, MN 55401

LHBcorp.com

LHB Project No. 240589.00

TIF ASSISTANCE AGREEMENT
BETWEEN
CITY OF BLAINE
AND
BLAINE TOWN CENTER EAST LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (JSB)
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TIF ASSISTANCE AGREEMENT

THIS TIF ASSISTANCE AGREEMENT (the “Agreement”) is made as of the ____ day of October, 2024, by and between the CITY OF BLAINE (the “City”), a Minnesota municipal corporation, and BLAINE TOWN CENTER EAST LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the EDA was created pursuant to Minnesota Statutes, Sections 469.090 to 469.1081, as amended (the “EDA Act”), and was authorized to transact business and exercise its powers by a resolution (the “Enabling Resolution”) of the City Council of the City of Blaine, Minnesota (the “City”); and

WHEREAS, under the EDA Act and the Enabling Resolution, the EDA has all the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 to 469.047, as amended (the “HRA Act”); and

WHEREAS, there has heretofore been established, pursuant to Minnesota law, Development District No. 1 (the “Development District”) of the City of Blaine, Minnesota (the “City”) and the Housing and Redevelopment Project No. 1 (the “Redevelopment Project”) of the Housing and Redevelopment Authority in and for the City of Blaine, Minnesota (the “HRA”) which have been merged and designated as the Blaine Economic Development Project (as amended from time to time, the “Project Area”), control of which has been delegated to the EDA; and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the “TIF Act”), the City and the EDA have established, within the Project Area, Tax Increment Financing Redevelopment District No. 1-25, qualified as a redevelopment tax increment financing district (the “TIF District”), the legal description of which is attached hereto as **Exhibit A**, and has adopted a tax increment financing plan therefor (the “TIF Plan”), approved by the City Council of the City on October 7, 2024 and approved by the Board of Commissioners of the EDA (the “Board”) on October 7, 2024, which provides for the use of tax increment financing in connection with certain development within the Project Area and TIF District; and

WHEREAS, the Developer has proposed the construction of approximately 629 new multifamily housing apartments between 3 buildings with structured and surface parking spaces and supporting amenities and 150,000 square foot medical office building (collectively, the “Project”) on certain property described in **Exhibit B** hereto, which property is located within the TIF District (the “Development Property”); and

WHEREAS, the Developer has requested that the City use tax increment financing to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings, or if not defined below shall have the meanings as defined in the MDA, unless a different meaning clearly appears from the context:

Administrative Costs has the meaning set forth in Section 3.3;

Affiliate means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Agreement means this TIF Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Architect means the applicable architect selected by the Developer or applicable Secondary Developer of an Element of the Project on the Development Property in accordance with this Agreement, the MDA, the applicable Assignment and Assumption of Secondary Developer Obligations and the applicable SIPA;

Assessment Agreement means the minimum assessment agreement, between the Developer and the City, in substantially the form of the agreement attached as **Exhibit F** hereto and made a part of this Agreement;

Board means the Board of Commissioners of the EDA;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means a Certificate of Completion with respect to each Element of the Project executed by the City pursuant to Section 3.8, in substantially the form set forth in **Exhibit E** attached hereto;

City means the City of Blaine, Minnesota;

Completion Date means the date on which the Certificate of Completion with respect to each Element of the Project is executed by the City pursuant to Section 3.8;

Construction Documents means the following documents, with respect to the Minimum Public Improvements and each Element of the Project, all of which shall be in form and substance acceptable to the City: (a) evidence satisfactory to the City showing that such Element conforms to the District Ordinance, applicable zoning, subdivision and building code laws and ordinances, and any other applicable Legal Requirements, including a copy of the building permit for such

Element; (b) a copy of the executed standard form of agreement between owner and Architect for architectural services for such Element, if any; and (c) a copy of the executed General Contractor's contract for such Element, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Minimum Public Improvements and each Element of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Anoka County, Minnesota;

Design Drawings means the floor plans, renderings, elevations and material specifications for each Element of the Project prepared by the applicable Architect;

Developer means Blaine Town Center East LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Development Property means the real property legally described in **Exhibit B** attached hereto;

Disbursing Agreement means that certain Disbursing Agreement, in substantially the form attached hereto as **Exhibit C**, dated, executed and delivered as of the date hereof, between the City, the Developer and the Title Company;

District Ordinance means the City of Blaine Code of Ordinances Section 30.90 – 105th Avenue Development District Ordinance, as the same may be amended from time to time;

EDA means the Blaine Economic Development Authority;

Element means, for purposes of this Agreement, each of Element 1, Element 2, Element 3 and Element 4, each as defined herein, to be constructed on the Development Property as part of the Project;

Element 1 means a multifamily apartment building with 195 units including 14 studio, 39 alcove, 76 1-bedroom and 66 2-bedroom units to be constructed on the Development Property as part of the Project;

Element 2 means a multifamily apartment building with 249 units including 17 studio, 50 alcove, 97 1-bedroom and 85 2-bedroom units to be constructed on the Development Property as part of the Project;

Element 3 means a multifamily apartment building with 185 units including 13 studio, 37 alcove, 72 1-bedroom and 63 2-bedroom units to be constructed on the Development Property as part of the Project;

Element 4 means a 150,000 square foot medical office building to be constructed on the Development Property as part of the Project;

Eligible Costs means the costs of the Minimum Public Improvements of the Project and, if the Reimbursement Amount exceeds the costs of the Minimum Public Improvements of the Project, then any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with proceeds of the TIF Bonds in connection with preparing the Development Property to pad-ready condition for vertical development of the Project;

Event of Default means any of the events (and the passing of any applicable cure periods) described in Section 4.1 hereof;

General Contractor means the applicable general contractor selected by the Developer or applicable Secondary Developer of an Element of the Project on the Development Property in accordance with this Agreement, the MDA, the applicable Assignment and Assumption of Secondary Developer Obligations and the applicable SIPA;

Master Plan means the Blaine Town Center Master Plan, dated May 27, 2022 relating to the area located at the northwest corner of 105th Avenue and Radisson Road NE in Blaine, Minnesota known as the “105th Redevelopment District”;

MDA means that certain Master Development Agreement dated as of _____, 2024, among the City, the EDA, and the West Developer;

Minimum Public Improvements means the costs of land acquisition, demolition of existing structures and facilities, parking, site grading, public rights-of-way/streets, public open space areas, public utilities including stormwater, water, and sewer, and any other site improvements necessary, in accordance with the MDA’s Public Infrastructure requirements and the approved Infrastructure Plans (as defined therein), to prepare the Development Property to pad-ready condition for vertical development of the Project;

Permitted Encumbrances means those encumbrances set forth in **Exhibit G** attached hereto;

Project means the construction of the Public Infrastructure in accordance with the MDA and the applicable SIPA and the construction of each of the Elements on the Development Property as described in and in accordance with the MDA, each applicable SIPA and this Agreement;

Project Plan means the plan for the development of the Project Area including the Redevelopment Plan for the Redevelopment Project, initially adopted on August 15, 1985, as amended, and the Development Program for the Development District, initially adopted on August 20, 1981, as amended, all as amended from time to time.

Purchase Agreement means that certain 105th Redevelopment Purchase Agreement, dated as of October ___, 2024, between the Developer, the City and the EDA related to the purchase of the Development Property in the TIF District and specifying that conveyance deeds for such property shall include a right of re-entry in accordance with Minnesota Statutes, Section 469.105;

Reimbursement Amount means the lesser of (i) \$ _____ of the proceeds of the TIF Bonds net of amounts paid for costs of issuance, reimbursement of costs previously incurred by

the City and the EDA's costs of acquiring a portion of the Development Property, and capitalized interest, or (ii) the Eligible Costs actually incurred and paid by the Developer;

Shortfall Promissory Note means the Shortfall Promissory Note to be executed by the Developer in substantially the form set forth in **Exhibit H**;

SIPA means each separate Site Improvement Performance Agreement to be entered into between the City and Developer or any Secondary Developer (as defined in the MDA) of an Element of the Project on the Development Property containing the City's engineering requirements and the process for the City's review and approval of the Infrastructure Plans (as defined in the MDA), or the Construction Documents and Construction Plans for the applicable Element, in substantially the form attached as Exhibit [] to the MDA;

Site Plan means the site plan prepared for the Development Property approved by the City;

State means the State of Minnesota;

Sworn Construction Cost Statement has the meaning set forth in Section 3.6(1) hereof;

Tax Increments means the tax increments derived from the TIF District which have been received and are permitted to be retained by the EDA in accordance with the TIF Act including, without limitation, Section 469.177; Section 469.176, subdivision 4h; and Section 469.175, subdivision 1a, as the same may be amended from time to time;

Termination Date means, unless this Agreement is terminated earlier in accordance with its terms, the later of the date on which the entire principal of and accrued interest on the TIF Bonds have been paid in full or the date the principal of and any other amount due with respect to the Shortfall Promissory Note is paid in full;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF Bonds means the Taxable General Obligation Tax Increment Revenue Bonds Series 2024C, issued by the City for the Project in the original principal amount of [\$28,000,000], and any bonds issued to refund such bonds from time to time;

TIF District means the Tax Increment Financing Redevelopment District No. 1-25, within the Project Area in the City, consisting of the property legally described in **Exhibit A** attached hereto, which was established as a housing district under the TIF Act;

TIF Plan means the tax increment financing plan approved for the TIF District;

Title Company means All American Title Company, LLC;

Total Development Costs means the costs of the Project as set forth in **Exhibit D** attached hereto to be incurred by the Developer or a permitted Secondary Developer under an Assignment and Assumption of Secondary Developer Obligations;

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of pandemics, epidemics (or other health related disruptions), strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, civil strife, including protests, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the EDA in properly exercising its rights under this Agreement) which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery;

West Developer means Blaine Town Center West LLC, a Minnesota limited liability company, its permitted successors / assigns under the MDA;

West Development Loan means the loan from Choice Bank to the West Developer in the principal amount of \$11,000,000; and

West Infrastructure Abatement Agreement means that certain West Infrastructure Abatement Assistance Agreement, dated as of the date hereof, between the City and the West Developer, as the same may be from time to time modified, amended or supplemented.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized and existing under the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City has taken the actions necessary to establish the TIF District as a “redevelopment district” within the meaning of Section 469.174, subdivision 10 of the TIF Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Project Plan and the TIF Plan.

(4) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer’s purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The Developer understands that the EDA or the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the EDA and the City have informed the Developer that development of the Development Property will not be favored over the development of other properties.

(5) To the Developer's actual knowledge, no member of the City Council of the City, the Board of Commissioners of the EDA, or other officer of the City or the EDA has either a direct or indirect financial interest in this Agreement, nor will any member of City Council, the Board of Commissioners, or other officer of the City or the EDA, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND City

Section 3.1. Total Development Costs and Public Costs.

(1) The Developer's estimate of the Total Development Costs of the Project and sources of revenue to pay such costs are set forth in **Exhibit D** attached hereto.

(2) The Developer estimates that the Total Development Costs of the Project will be allocated to the Elements of the Project as follows:

- a. Minimum Public Improvements: \$22,500,000;
- b. Element 1, a multifamily apartment building with 195 units including 14 studio, 39 alcove, 76 1-bedroom and 66 2-bedroom units: \$72,064,655;
- c. Element 2, a multifamily apartment building with 249 units including 17 studio, 50 alcove, 97 1-bedroom and 85 2-bedroom units: \$91,572,521;
- d. Element 3, a multifamily apartment building with 185 units including 13 studio, 37 alcove, 72 1-bedroom and 63 2-bedroom units: \$68,413,165; and
- e. Element 4, a 150,000 square foot medical office building: \$43,675,000.

(3) Based on the Developer's representation that the Total Development Costs for the Project are approximately \$298,225,341, that the sources of revenue available to pay such costs, excluding the tax increment assistance contemplated herein, is \$275,725,341, and that the Developer is unable to obtain additional private financing for the estimated Total Development Costs, the City has agreed to provide tax increment financing subject to the terms and conditions as hereinafter set forth. The Developer shall promptly provide the City copies of all executed agreements pertaining to the use, possession, or ownership interest in the Development Property, executed financing documents related to financing the Total Development Costs of the Project, Construction Documents and Construction Plans for the Project.

(4) The parties agree that the Eligible Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer anticipates that the Eligible Costs for the Project will be at least \$22,500,000.

(5) As of January 2, 2030, the estimated market value of the Development Property, as improved, is expected to be at least \$190,395,000. The estimated market value by Element will be as follows:

- a. As of January 2, 2027, the estimated market value of Element 1, as improved, is expected to be at least \$24,862,500 and as of January 2, 2028, as improved, is expected to be at least \$49,725,000;

b. As of January 2, 2028, the estimated market value of Element 2, as improved, is expected to be at least \$31,747,500 and as of January 2, 2029, as improved, is expected to be at least \$63,495,000;

c. As of January 2, 2029, the estimated market value of Element 3, as improved, is expected to be at least \$23,587,500 and as of January 2, 2030, as improved, is expected to be at least \$47,175,000; and

d. As of January 2, 2027, the estimated market value of Element 4, as improved, is expected to be at least \$7,500,000 and as of January 2, 2028, as improved, is expected to be at least \$30,000,000.

(6) The Developer will acquire the Development Property and cause the Project to be constructed in accordance with the terms of this Agreement, the Project Plan, the Master Plan, the MDA, the Legal Requirements, District Ordinance, and all local, state, and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(7) The Developer shall, or shall cause its successors and assigns in accordance with applicable Assignment and Assumption of Secondary Developer Obligations agreements, in a timely manner, comply with all requirements necessary to obtain, or cause to be obtained, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(8) The Developer acknowledges that the parties intend that 95% of the Tax Increments will be sufficient to pay the TIF Bonds; therefore, to secure any insufficiency in the Tax Increments for such purposes, the City and the EDA have required the delivery of the Shortfall Note as a condition of disbursing the proceeds of the TIF Bonds in accordance with Section 3.2(7) hereof.

(9) The Developer acknowledges that estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely.

(10) The Total Development Costs shall be paid by the Developer, or its successors and assigns in accordance with applicable Assignment and Assumption of Secondary Developer Obligations agreements, and the City shall reimburse the Developer for the Eligible Costs solely in the Reimbursement Amount through the issuance of the TIF Bonds as provided herein.

Section 3.2. Disbursement of Proceeds of TIF Bond. The proceeds of the TIF Bonds shall be disbursed in accordance with the Disbursing Agreement to the Developer only when:

(1) the Developer shall have finalized and obtained City and EDA approval of the Infrastructure Plans, in accordance with the MDA and the applicable SIPA, for the construction of the Minimum Public Improvements;

(2) the Developer shall have performed all of its obligations under the terms of the Purchase Agreement;

(3) the Developer shall have obtained sufficient authority and approval respecting the property in the TIF District to permit construction of public rights-of-way/streets, public utilities, and public open space areas in accordance with the approved Infrastructure Plans, the MDA and the applicable SIPA;

(4) the Developer shall have submitted an electronically auditable 15-year pro forma financial statement for the proposed development of the TIF District and total development costs for development of the Development Property in accordance with this Agreement and the MDA, demonstrating to the satisfaction of the City, among other things, that but-for the TIF Bonds issued by the City in connection therewith, the Project would not be feasible in the reasonably foreseeable future;

(5) the Developer shall have executed and delivered the Assessment Agreement as further provided in Section 3.4 and must file such Assessment Agreement against all property the Developer has acquired under the terms of the Purchase Agreement with the Anoka County Recorder and Registrar of Titles, as applicable, at the Developer's sole cost;

(6) the Developer shall have demonstrated to the satisfaction of the City that the Developer has full funding, together with the Reimbursement Amount, to pay all costs of the Minimum Public Improvements;

(7) The Developer shall have delivered to the City copies of the (I) organizational documents and the operating agreement of the Developer, (II) certificate of good standing for the Developer issued by the Minnesota Secretary of State; (III) the Shortfall Promissory Note, the City Note (as defined in the Purchase Agreement) and all other documents to be executed by the Developer pursuant to this Agreement, the Purchase Agreement and the MDA; and (IV) certified resolutions or written actions of the Developer authorizing the execution and delivery of this Agreement, the Shortfall Promissory Note, the City Note (as defined in the Purchase Agreement) and all other documents to be executed by the Developer pursuant to this Agreement, the Purchase Agreement and the MDA;

(8) the Developer shall have submitted paid invoices or other written proof and documentation as may be reasonably satisfactory to the City of the exact nature and amount of the Eligible Costs incurred by the Developer, together with such other information or documentation as may be reasonably necessary and satisfactory to the City to enable the City to substantiate the Developer's expenditures for Eligible Costs and to comply with its tax increment reporting obligations to the Commissioner of Revenue, the Office of the State Auditor or other applicable official. Such documentation shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer's payment thereof;

(9) the City shall have determined that such costs are (i) Eligible Costs of the Minimum Public Improvements of the Project, or (ii) if the Reimbursement Amount exceeds the costs of the Minimum Public Improvements of the Project, any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with proceeds of the TIF Bonds in connection with preparing the Development Property to pad-ready condition for vertical development of the Project, or (iii) if the Reimbursement Amount exceeds the costs in (i) and (ii),

any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with proceeds of the TIF Bonds, in an amount not to exceed 25% of the total expenditures of the proceeds of the TIF Bonds, for costs related to the redevelopment of PID # 21-31-23-24-0012;

(10) the Developer shall at the time of each disbursement of proceeds of the TIF Bonds, be in material compliance with each term or provision of this Agreement, the MDA and each SIPA to which it is a party, required to have been satisfied as of such date; and

(11) the West Developer shall have satisfied all of the conditions for disbursement of the Abatement Bonds as defined in and in accordance with the West Infrastructure Abatement Agreement.

Section 3.3. Developer to Pay City's Fees and Expenses. The Developer will pay, from sources other than the proceeds of the Abatement Bonds, all of the reasonable Administrative Costs (as defined below) of the City and the EDA and must pay such costs to the City within 30 days after receipt of a written invoice from the City or the EDA describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City or the EDA, including without limitation legal, financial advisor, and other consultant costs of the EDA or the City, all attributable to or incurred in connection with the establishment of the TIF District and adoption of TIF Plan and the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Project or in connection with any amendments to any of the foregoing. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's planning, zoning, and building fee schedules. The Developer shall deposit \$10,000 toward payment of the Administrative Costs with the City not later than upon the execution of this Agreement. If such costs exceed such amount, then at any time, but not more often than monthly, the City will deliver written notice to the Developer setting forth any additional fees and expenses, and the Developer agrees to pay all fees and expenses within 30 days of the City's written request. Any unused amount of such deposit shall be returned to the Developer within 90 days after the receipt of the final Certificate of Completion from the City for all of the Elements of the Project.

Section 3.4. Execution of Assessment Agreement.

(1) Simultaneously with the execution of this Agreement, the Developer and the City shall execute the Assessment Agreement relating to the Project pursuant to the provisions of Section 469.177, Subdivision 8 of the TIF Act, specifying the minimum market value for the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property, as of January 2, 2027 for taxes payable 2028, of not less than \$32,362,500, as of January 2, 2028, the minimum market value, which shall be assessed for the Development Property for taxes payable in 2029, of not less than \$111,472,500, as of January 2, 2030, the minimum market value, which shall be assessed for the Development Property for taxes payable in 2030, of not less than \$166,807,500, as of January 2, 2030, the minimum market value, which shall be assessed for the Development Property for taxes payable

in 2032 and each year thereafter, of not less than \$190,395,000 (the “Minimum Market Value”) which shall be allocated, upon subdivision of the Development Property, in accordance with the form of Assessment Agreement set forth in **Exhibit F**.

(2) Nothing in the Assessment Agreement or this Agreement limits the discretion of the City or County Assessor to assign a market value to the property in excess of the Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes; provided however, the Developer shall not seek a reduction of such market value below the Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(3) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2053, with respect to taxes payable in 2054, or (ii) the date on which the TIF District expires or is otherwise terminated.

(4) The Assessment Agreement shall be certified by the City Assessor as provided in Section 469.177, Subdivision 8 of the TIF Act, upon a finding by the City Assessor that the Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property.

(5) Pursuant to Section 469.177, Subdivision 8 of the TIF Act, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage on the Development Property.

(6) The Assessment Agreement shall be executed and delivered by the Developer to the City simultaneously with the conveyance of the Development Property currently owned by the City from the City to the Developer and filed, at the sole cost of the Developer, against the Development Property prior to any lien or encumbrance on the Development Property, including any mortgage, and recording the Assessment Agreement shall be a condition to the conveyance of any portion of the Development Property and the disbursement of the TIF Bonds.

Section 3.5. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City and the EDA make no warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability

Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

Section 3.6. Construction Plans.

(1) Prior to the commencement of construction of the Minimum Public Improvements and each Element of the Project, the Developer will deliver, or cause the applicable Secondary Developer to deliver pursuant to the applicable Assignment and Assumption of Secondary Developer Obligations, to the City the Site Plan, Design Drawings, Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the applicable General Contractor (the “Sworn Construction Cost Statement”) all in form and substance reasonably acceptable to the City. The Site Plan, Design Drawings, and Construction Plans for each Element of the Project shall be consistent with the Project Plan, the Master Plan, the MDA, the applicable SIPA, this Agreement, the District Ordinance and all applicable State and local laws and regulations and Legal Requirements. The City’s building official and the Manager of the City on behalf of the City shall promptly review any Site Plan, Design Drawings, Construction Documents and Construction Plans upon submission and deliver to the Developer a written statement approving the Site Plan, Design Drawings, Construction Documents and Construction Plans or a written statement rejecting the Construction Documents, the Construction Plans and specifying the deficiencies in the Site Plan, Design Drawings, Construction Documents or Construction Plans. The City’s building official and the Manager of the City on behalf of the City may withhold approval of the Site Plan, Design Drawings, Construction Documents or Construction Plans if any of the following is not satisfied: (i) the Construction Plans and Construction Documents substantially conform to the terms and conditions of this Agreement, the Master Plan, the MDA, and the applicable SIPA; (ii) the Site Plan, Design Drawings, Construction Documents and Construction Plans are consistent with the goals and objectives of the Project Plan, the TIF Plan and the Master Plan; (iii) the Construction Documents and the Construction Plans comply with any previously submitted Site Plan and Design Drawings; (iv) the Construction Documents and the Construction Plans meet all requirements necessary for the City to issue a building permit; and (v) the Site Plan, Design Drawings, Construction Documents and Construction Plans do not violate the District Ordinance, any applicable federal, State or local laws, ordinances, rules or regulations or other Legal Requirements. If the Site Plan, Design Drawings, Construction Documents or Construction Plans are not approved by the City and the EDA, then the Developer shall make such changes as the City may reasonably require and resubmit revised Site Plan, Design Drawings, Construction Documents or Construction Plans, as applicable, to the City for approval, which will not be unreasonably withheld, conditioned or delayed.

(2) Each Element shall conform to the description thereof set forth herein unless the EDA and the City provide prior written approval and, among other factors, inconsistency with the Master Plan or any material change to the Minimum Market Value as set forth in Section 2 of the Assessment Agreement may be a basis for denial.

(3) No changes shall be made to the approved Site Plan, Design Drawings, Construction Documents or Construction Plans for an Element without the City's prior written approval, unless the aggregate of such changes does not increase or decrease the Total Development Costs for such Element by more than 10%. No changes which materially alter (a) the Element's Site Plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final Design Drawings and Construction Plans shall be made without the City's prior written consent. The approval of the City will not be unreasonably withheld, conditioned or delayed.

(4) The approval of any Site Plan, Design Drawings, Construction Documents or Construction Plans, or any proposed amendment to the Site Plan, Design Drawings, Construction Documents or Construction Plans, by the City does not constitute a representation or warranty by the City that the Site Plan, Design Drawings, Construction Documents, Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Site Plan, Design Drawings, Construction Documents or Construction Plans, or any proposed amendment to the Site Plan, Design Drawings, Construction Documents or Construction Plans, by the City will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Site Plan, Design Drawings, Construction Documents or Construction Plans from any department of the City and does not relieve the Developer of the obligation to comply with applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Project in accordance therewith.

Section 3.7. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer anticipates it will commence construction of the Project and shall substantially complete construction of the Project as follows:

(1) Construction of Minimum Public Improvements shall commence by November 30, 2024 and be completed by December 31, 2025;

(2) Construction of Element 1 shall commence by June 30, 2026 and be completed by December 31, 2027;

(3) Construction of Element 2 shall commence by June 30, 2027 and be completed by December 31, 2028;

(4) Construction of Element 3 shall commence by June 30, 2028 and be completed by December 31, 2029;

(5) Construction of Element 4 shall commence by June 30, 2026 and be completed by December 31, 2028.

Notwithstanding the foregoing, failure of the Developer to commence construction or substantially complete the Project shall not be an Event of Default hereunder unless the Developer fails to

commence construction of the Minimum Public Improvements or the applicable Element or fails to complete the Minimum Public Improvements in accordance with the MDA and the applicable SIPA or obtain a certificate of occupancy for the applicable Element within 6 months of the dates set forth above. The Project will be constructed by the Developer, or a Secondary Developer, as applicable, on the Development Property in conformity with the Site Plan, Design Drawings, Construction Documents and Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City with reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 3.8. Certificate of Completion. The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, shall notify the City when construction of the Minimum Public Improvements and each Element of the Project has been substantially completed and, if applicable, the City has issued a certificate of occupancy for such Element. The City shall, within 30 days after such notification, conduct any inspections of the Minimum Public Improvements or such Element it determines necessary in order to determine whether the Minimum Public Improvements or such Element has been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents and Construction Plans. If the City determines that the Minimum Public Improvements or such Element has not been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents and Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Public Improvements or such Element has not been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents or Construction Plans and the Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Minimum Public Improvements or such Element within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether such Element has been constructed in substantial conformity with the approved Site Plan, Design Drawings, Construction Documents, Construction Plans and this Agreement. Within a reasonable period of time after determining that the Minimum Public Improvements or such Element has been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents and Construction Plans and determining that the following conditions precedent have been satisfied, the City will furnish to the Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, a Certificate of Completion in substantially the form set forth in **Exhibit E** attached hereto certifying the completion of such Element:

- (1) There shall exist no uncured Event of Default hereunder;
- (2) The City shall have issued a certificate of occupancy for such Element , if applicable;

(3) The City Manager, or designee, on behalf of the City shall have reasonably determined that the Minimum Public Improvements or such Element has been substantially completed and constructed in accordance with the District Ordinance, all applicable local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations) and any other Legal Requirements, and any applicable permits and in substantial conformity with this Agreement, the MDA, the applicable SIPA, and the final Site Plan, Design Drawings, Construction Documents and Construction Plans approved by the City in connection with issuing construction permits, each as applicable;

(4) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, shall certify to the City that all costs related to the Minimum Public Improvements or such Element, including without limitation, payments to all contractors, subcontractors, and project laborers, have been paid prior to the date of the request to the City.

The Certificate of Completion issued for the Minimum Public Improvements or an Element shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Minimum Public Improvements or such Element. The issuance of a Certificate of Completion for the Minimum Public Improvements or an Element under this Agreement shall neither be construed to relieve the Developer of any inspection or approval required by any City department in connection with the construction, completion, or, if applicable, the occupancy of such Element nor shall it relieve the Developer of any other obligations under this Agreement, the MDA or an Assignment and Assumption of Secondary Developer Obligations.

Section 3.9. Additional Responsibilities of the Developer.

(1) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, will construct, operate and maintain, or cause to be operated and maintained, each Element substantially in accordance with the terms of this Agreement, the Project Plan, the Master Plan, the District Ordinance and all applicable local, state, and federal laws and regulations including, but not limited to zoning, building code, public health laws and regulations and other Legal Requirements.

(2) Neither the Developer nor any Secondary Developer will construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(3) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(4) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof

of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the applicable Element.

Section 3.10. Encumbrance of the Development Property. Until the Termination Date, without the prior written consent of the City, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, construction and operation of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies), which may include without limitation regulatory agreements and land use restriction agreements in connection with such financings; provided, however, that nothing in this Section shall prohibit the Developer from making transfers in accordance with Section 5.3. The City hereby consents to any mortgages securing the financing or refinancing of the construction of the Project, including without limitation the West Development Loan, and to the succession of the mortgagee thereunder (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to title to the Development Property and to any other Permitted Encumbrances set forth in **Exhibit G**.

Section 3.11. Business Subsidy Act.

(1) The subsidy granted to the Developer pursuant to this Agreement for the housing elements of the Project is assistance for housing and therefore the provisions of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “Business Subsidy Act”) do not apply to the housing portion of the Project.

(2) In order to satisfy the provisions of the Business Subsidy Act with respect to the medical office or any other non-housing development within the Project (the “Non-Housing Portion”), the Developer acknowledges and agrees that the amount of the “Business Subsidy” granted to the Developer under this Agreement for the Non-Housing Portion of the Project is ratio of the square footage of any parcel of the Development Property used for the Non-Housing Portion of the Project to the total developable square footage of the Development Property (i.e. approximately ____%) multiplied by the Reimbursement Amount, which is approximately \$_____, and that the Business Subsidy is needed because the construction of the Minimum Public Improvements of the Project is not economically feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to remove blight in the area in and around the Development Property, to put underutilized property to productive use, increase the tax base, and to provide housing density and amenities envisioned as part of the Master Plan. After holding a public hearing on October 7, 2024, the City and the EDA have determined that creation and retention of jobs is not a goal of the Project and consequently set the wage and job goals (the “Goals”) hereunder at zero.

(3) Because the Goals are set at zero, the Developer is not subject to the repayment provisions of the Business Subsidy Act.

(4) To the extent required by the Minnesota Department of Employment and Economic Development (“DEED”), within 30 days of a request from the City, the Developer agrees to provide any report required by DEED in accordance with the Business Subsidy Act; provided however that, because the Goals are set at zero, there is no progress toward achieving the Goals to report under Section 116J.994, Subdivision 7 of the Business Subsidies Act.

(5) The Developer agrees on behalf of itself and any permitted successors and assigns with respect to the Non-Housing Portion of the Project to continue operations of the Non-Housing Portion of the Project for at least five years after the date on which the City issues a certificate of occupancy with respect to such applicable Non-Housing Portion of the Project, which shall be a term and condition in the applicable Assignment and Assumption of Secondary Developer Obligations.

Section 3.12. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of Eligible Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees. Section 3.12 terms and conditions shall be set forth in the applicable Assignment and Assumption of Secondary Developer Obligations.

Section 3.13. Review of Taxes.

(1) Prior to the Termination Date neither the Developer nor any Secondary Developer shall cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. Neither the Developer nor any Secondary Developer shall, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a “Tax Appeal”).

Section 3.14. TIF Lookback. The financial assistance to the Developer under this Agreement is based on certain financial assumptions associated with the Project and is not intended to enrich the Developer with public funds upon a sale of all or a portion of the Development Property. All Net Sale Proceeds of Transfers (as defined in Section 5.3) of the Development Property shall be applied first to the payment of the principal amount of and accrued interest on the West Development Loan and then the following shall apply:

(1) *Sharing of Net Sale Proceeds.* Upon collective sales of the Development Property, the Net Sale Proceeds of which exceed the principal amount of and accrued interest on the West Development Loan, all such Net Sale Proceeds thereafter shall be divided 50% to the Developer and 50% to the City.

(2) *Net Sale Proceeds.* For purposes of this Agreement, “Net Sale Proceeds” means an amount equal to the gross sale price for any portion of the Development Property, less (i) customary and ordinary costs of sales and marketing (including without limitation, real estate commissions, cost of marketing, costs of brochures, advertising and the salaries and commissions of third parties employed by the Developer to market and sell, abstracting fees, state deed taxes, recording costs, legal fees, closing costs, transaction costs, customary prorations of taxes and expenses, and all other costs and expenses associated with a sale of the Development Property) as evidenced by a settlement statement, and (ii) actual costs of real property taxes and insurance paid by the Developer prior to closing on the Transfer to a Secondary Developer of each parcel of the Development.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property on or after the date that the Developer acquires the Development Property, unless such tax is contested in good faith by the Developer.

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Minimum Public Improvements or the applicable Element or failure to complete the Minimum Public Improvements in accordance with the MDA and the applicable SIPA or obtain a certificate of occupancy for the applicable Element within 6 months of the dates set forth in Section 3.7.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under the MDA, each SIPA to which it is a party, the Shortfall Promissory Note or this Agreement.

(4) Any event of default under the West Infrastructure Abatement Agreement.

(5) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing after the applicable cure period, as specified below, the City may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the City that it is proceeding with due diligence to cure such default, such 30 day cure period shall be extended for a period deemed reasonably necessary by the City to effect the cure, but in any event not to exceed 180 days:

(1) The City may suspend its performance under this Agreement until such default is cured or the City determines that it has received assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may terminate this Agreement.

(3) The City may withhold disbursement of the proceeds of the TIF Bonds, if funds have not been disbursed, or declare the outstanding principal balance of and accrued interest on the Shortfall Promissory Note immediately due and payable.

(4) The City may take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement, the lenders providing construction or permanent financing for the Project, and the members of the Developer shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer and such cure shall be deemed a cure tendered by the Developer and shall be accepted or rejected on the same basis as if made or tendered by the Developer on its own behalf.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Indemnification of EDA and City.

(1) The Developer releases from and covenants and agrees that the City and the EDA, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to defend, indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand,

suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City or contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the EDA or the City.

Section 4.6. Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement and the City or the EDA shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days reimburse the City and the EDA for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project in accordance with this Agreement.

Section 5.2. Reports. The Developer shall provide the City reports in a timely manner with such information about the Project as the City may reasonably request for purposes of satisfying any reporting requirements imposed by law on the City.

Section 5.3. Limitations on Transfer and Assignment.

(1) Except as provided in Sections 3.10 and 5.3(4), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement, or the Development Property, or any interest therein, without the express written approval of the City, which consent will not be unreasonably withheld, conditioned or delayed. The City shall, within 30 days after the later of (i) receipt of such written request for approval of a Transfer, and (ii) the satisfaction or waiver by the City of the conditions in Section 5.3(2) hereof, deliver a written statement to the Developer indicating whether the Transfer is approved or specifying the additional conditions to be satisfied in accordance with Section 5.3(2). The provisions of this Section 5.3 apply to all subsequent Transfers by authorized transferees;

(2) The City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, or the Development Property in connection therewith, which approval will not be unreasonably withheld, conditioned or delayed, that

(a) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed any of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject;

(c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer, and if approved by the City, its approval shall be indicated to the Developer in writing;

(d) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the purposes of the TIF Act and this Agreement; and

(e) In the absence of a specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or the Shortfall Note or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the City, including fees of the City Attorney and outside counsel retained by the City to review the documents submitted to the City in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) selling parcels of the Development Property to Secondary Developers for construction of each Element subject to and in accordance with the MDA and an Assignment and Assumption of Secondary Developer Obligations, (ii) entering into easements or other agreements necessary for the construction or operation of the Project, (iii) admitting or removing limited partners or transferring direct or indirect limited partner interests in the Developer in accordance with the applicable organizational documents, or (iv) entering into easements necessary for the Project.

(5) The Developer shall be relieved of its obligations under this Agreement and the Shortfall Note only to the extent such relief has been expressly approved in writing and such obligations have been expressly assumed in writing by an approved transferee under a Transfer permitted as provided herein.

Section 5.4. Conflicts of Interest. No member of the governing body or other official of the City or the EDA shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the EDA shall be personally liable to the Developer in the event of any default or breach by the City or successor or on any obligations under the terms of this Agreement.

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

Blaine Town Center West LLC
3020 France Avenue South
Minneapolis, MN 55416
Attn: Rob Bader

With a copy to: Winthrop & Weinstein
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: Erin Mathern

(a) in the case of the City is addressed to or delivered personally to the City at:

City of Blaine
10801 Town Square Drive NE
Blaine, MN, 55449
Attn: Manager

With a copy to: Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, MN 55082
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.10. Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. Early termination upon a written request from the Developer shall be in the City's sole discretion and upon a determination that such termination will not limit or interfere with the City's ability to pledge Tax Increments generated by the TIF District to the payment of the TIF Bonds. After the Termination Date, if requested by the Developer, the City will provide a termination certificate as to the Developer's obligations hereunder; provided that termination of this Agreement shall not terminate the Developer's obligations under the Shortfall Promissory Note until all amounts due thereunder have been paid in full.

Section 5.11. Provisions Surviving Rescission, Expiration or Termination. Sections 4.5, 4.6, 5.6, 5.9, 5.10, and 5.14 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.12. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee thereof.

Section 5.13. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State, and the Developer agrees that all legal actions initiated by the Developer or the City with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

Section 5.14. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF BLAINE

By _____
Its Mayor

By _____
Its Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Mayor, and _____, the Manager, of CITY OF BLAINE, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This is a signature page to the TIF Assistance Agreement

BLAINE TOWN CENTER EAST LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Blaine Town Center East LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This is a signature page to the TIF Assistance Agreement .

EXHIBIT A

DESCRIPTION OF TIF DISTRICT

The area encompassed by the TIF District shall also include all street or utility rights-of-way located upon or adjacent to the property currently identified as:

Parcel Number	Legal Description
21-31-23-24-0010	THAT PRT OF S 435 FT OF E 150 FT OF W 550 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG N OF S 218 FT OF SD 1/4 1/4, EX RD; SUBJ TO EASE OF REC
21-31-23-24-0016	UNPLATTED CITY OF BLAINE S 435 FT OF E 200 FT OF W 400 FT OF SE1/4 OF NW1/4 OF SEC 21-31-23-SUBJ TO ROADS
21-31-23-24-0013	UNPLATTED CITY OF BLAINE THE E 165 FT OF THE E 350 FT OF THE W 900 FT OF THE S 285 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 CITY OF BLAINE ANOKA CNTY, MN(SUBJ TO ROAD OVER THE S 50 FT)&(SUBJ TO EASE O F RECORD IF ANY) ANOKA ELEC COOP EASE PAR REL 12-22-77
21-31-23-24-0006	UNPLATTED CITY OF BLAINE THE E 350 FT OF THE W 900 FT OF N 100 FT OF THE S 385 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 (SUBJ TO ROAD EASE)
21-31-23-24-0003	THE N 150 FT OF S 662.69 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG E OF W 900 FT THEREOF, EX RD, SUBJ TO EASE OF REC
21-31-23-24-0004	THE N 150 FT OF S 662.69 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG E OF W 900 FT THEREOF, EX RD, SUBJ TO EASE OF REC
21-31-23-24-0023	NORTHWAY ESTATES LOT 4 BLK 1 NORTHWAY ESTATES(SUBJ TO EASE AS SHOWN ON PLAT)
21-31-23-24-0030	THAT PRT OF E 350 FT OF W 900 FT OF SE1/4 OF NW1/4 OF SEC 21 TWP 31 RGE 23 LYG SLY OF N 450 FT THEREOF & LYG NLY OF S 685 FT THEREOF, EX RD, SUBJ TO EASE OF REC
21-31-23-24-0005	UNPLATTED CITY OF BLAINE THE E 350 FT OF THE W 900 FT OF THE N 300 FT OF THE S 685 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 (SUBJ TO ROAD EASE)
21-31-23-24-0012	UNPLATTED CITY OF BLAINE THE N 250 FT OF THE S 685 FT OF THE W 550 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 ANOKA CNTY(SUBJ TO AN EASE OVER THE EAST 30 FT THEREOF FOR ROAD PURPOSES)
21-31-23-24-0009	UNPLATTED CITY OF BLAINE THE EAST 150 FT OF THE WEST 550 FT OF THE SOUTH 218 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN & FOR ANOKA CNTY, MN(SUBJ TO ROAD EASEMENTS OF RECORD)
21-31-23-24-0014	UNPLATTED CITY OF BLAINE THE E 185 FT OF THE W 735 FT OF THE S 285 FT OF THE SE1/4 OF NW1/4 OF SEC 21-31-23 ANOKA CNTY, MN(SUBJ TO PUBLIC ROAD EASE OVER THE S 50 FT & THE W 30 FT THEREOF)
21-31-23-24-0002	THAT PRT OF S 512.69 FT OF SE1/4 OF NW1/4 LYG E OF W 900 FT THEREOF, EX S 363 FT OF SD 1/4, 1/4, EX RD SUBJ TO EASE OF REC

21-31-23-24-0025	NORTHWAY ESTATES LOT 6 BLK 1 NORTHWAY ESTATES(SUBJ TO EASE AS SHOWN ON PLAT)
21-31-23-24-0024	NORTHWAY ESTATES LOT 5 BLK 1 NORTHWAY ESTATES(SUBJ TO EASE AS SHOWN ON PLAT)

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The property located in the City of Blaine, Anoka County, Minnesota described as:

EXHIBIT C
FORM OF DISBURSING AGREEMENT

EXHIBIT D

PROJECT SOURCES AND USES

EXHIBIT E

CERTIFICATE OF COMPLETION OF PROJECT ELEMENT

_____, 20____

WHEREAS, the CITY OF BLAINE, a Minnesota municipal corporation (the “City”), and Blaine Town Center East LLC, a Minnesota limited liability company (the “Developer”), have entered into a TIF Assistance Agreement (the “TIF Agreement”), dated October ___, 2024; and

WHEREAS, the TIF Agreement requires the Developer to construct the [**Minimum Public Improvements**][**Element** __] (as that term is defined in the TIF Agreement); and

WHEREAS, the Developer has constructed the [**Minimum Public Improvements**][**Element** __] in a manner deemed sufficient by the City to permit the execution of this certification in accordance with Section 3.8 of the TIF Agreement; and

NOW, THEREFORE, this is to certify that the Developer has constructed the [**Minimum Public Improvements**][**Element** __] in accordance with the TIF.

The City has, as of the date and year first above written, set its hand hereon.

CITY OF BLAINE

By _____
Its Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, the Manager of the City of Blaine, a Minnesota municipal corporation,
on behalf of said City.

Notary Public

EXHIBIT F

FORM OF MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of October, 2024, is between the City of Blaine (the “City”) and Blaine Town Center East LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH

WHEREAS, on or before the date hereof the City and Developer have entered into a TIF Assistance Agreement dated as of October ___, 2024 (the “TIF Agreement”) regarding certain real property located in the City of Blaine, Minnesota (the “City”) the legal description of which is attached hereto as **Exhibit A** (the “Development Property”).

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will redevelop the Development Property in connection with the construction of approximately 629 new multifamily housing apartments between 3 buildings with structured and surface parking spaces and supporting amenities and 150,000 square foot medical office building (collectively, the “Project”).

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Assessor have reviewed plans and specifications for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. January 2, 2027, the minimum market value, which shall be assessed for the Development Property for taxes payable 2028, of not less than \$32,362,500, as of January 2, 2028, the minimum market value, which shall be assessed for the Development Property for taxes payable in 2029, of not less than \$111,472,500, as of January 2, 2030, the minimum market value, which shall be assessed for the Development Property for taxes payable in 2030, of not less than \$166,807,500, as of January 2, 2030, the minimum market value, which shall be assessed for the Development Property for taxes payable in 2032 and each year thereafter, of not less than \$190,395,000 (the “Minimum Market Value”). The estimated market value by Element will be as follows:

a. As of January 2, 2027, the estimated market value of Element 1, as improved, is expected to be at least \$24,862,500 and as of January 2, 2028, as improved, is expected to be at least \$49,725,000;

b. As of January 2, 2028, the estimated market value of Element 2, as improved, is expected to be at least \$31,747,500 and as of January 2, 2029, as improved, is expected to be at least \$63,495,000;

c. As of January 2, 2029, the estimated market value of Element 3, as improved, is expected to be at least \$23,587,500 and as of January 2, 2030, as improved, is expected to be at least \$47,175,000; and

d. As of January 2, 2027, the estimated market value of Element 4, as improved, is expected to be at least \$7,500,000 and as of January 2, 2028, as improved, is expected to be at least \$30,000,000.

2. The parties to this Agreement acknowledge and agree that the Development Property will, from time to time, be re-platted, further subdivided and/or subject lot line adjustments in connection with the vertical development of each of the following Elements (as defined in the TIF Agreement) (each a “Subdivision”). In each such event, the Minimum Market Value shall be reallocated as follows:

a. The minimum market value which shall be assessed for the parcel that includes Element 1: a multifamily apartment building with 195 units including 14 studio, 39 alcove, 76 1-bedroom and 66 2-bedroom units shall be not less than \$49,725,000;

b. The minimum market value which shall be assessed for the parcel that includes Element 2: a multifamily apartment building with 249 units including 17 studio, 50 alcove, 97 1-bedroom and 85 2-bedroom units shall be not less than \$63,495,000;

c. The minimum market value which shall be assessed for the parcel that includes Element 3: a multifamily apartment building with 185 units including 13 studio, 37 alcove, 72 1-bedroom and 63 2-bedroom units shall be not less than \$47,175,000; and

d. The minimum market value which shall be assessed for the parcel that includes Element 4: a 150,000 square foot medical office building shall be not less than \$30,000,000.

Upon each Subdivision, the City and the Developer, or the owner of the newly created parcel as applicable, shall enter into a replacement minimum assessment agreement to be recorded against the newly created parcel for the applicable Element (each a “Replacement Assessment Agreement”) and an amendment to this Agreement to be recorded against the parcels remaining under this Agreement (each a “Subdivision Amendment”) reflecting such reallocation of Minimum Market Value. The Developer shall present each such Replacement Assessment Agreement and Subdivision Amendment to the Assessor and request the Assessor to execute an Assessor’s Certification with respect to such Replacement Assessment Agreement and Subdivision Amendment and the Developer shall promptly record such Replacement Assessment Agreement and Subdivision Amendment against the affected parcels.

For purposes of clarity, any such Replacement Assessment Agreement and Subdivision Amendment do not require the consent of Anoka County or the applicable school district under Minnesota Statutes, Section 469.177, subdivision 8 because the affected property will be subject to an aggregate minimum market value not less than the minimum market value originally established by this Agreement.

3. The minimum market values herein established shall be of no further force and effect after assessment on or before January 31, 2053, for taxes payable in 2054; provided, however, this Agreement shall terminate earlier upon such date as the earliest to occur of (i) the date on which the entire principal and accrued interest on the TIF Bonds (as defined in the TIF Agreement) has been paid in full; or (ii) any earlier date the TIF Agreement or the TIF Bonds are cancelled in accordance with the terms thereof or deemed paid in full; or (iii) the date the TIF District (as defined in the TIF Agreement) is terminated in accordance with the TIF Act (as defined in the TIF Agreement) (the "Termination Date"). If the Termination Date is earlier than the assessment on or before January 31, 2053, for taxes payable in 2054, the City shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Developer Property.

4. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota [**and in the Office of the Anoka County Registrar of Titles**]. The Developer shall pay all costs of recording.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the TIF Agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, shall be governed by, and interpreted pursuant to Minnesota law, and may be executed in counterparts, each of which shall constitute an original hereof and all of which shall constitute one and the same instrument.

This Instrument Drafted By:
Kennedy & Graven, Chartered (JSB)
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402

IN WITNESS WHEREOF, the City and the Developer have caused this Minimum Assessment Agreement to be executed in their names and on their behalf all as of the date set forth above.

ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF BLAINE

By _____
Mayor

By _____
Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the Mayor of the Economic Development Authority of the City of Blaine, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the Manager of the Economic Development Authority of the City of Blaine, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said City.

Notary Public

BLAINE TOWN CENTER EAST LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Blaine Town Center East LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

CERTIFICATION BY COUTY ASSESSOR

The undersigned, having reviewed (i) the Assessment Agreement dated as of the date first written above by and between the Economic Development Authority of the City of Blaine and Blaine Town Center East LLC, a Minnesota limited liability company, (ii) the plans and specifications for the Development, as defined in the foregoing Minimum Assessment Agreement, and (iii) the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above-described property, hereby certifies that the minimum market value of

\$32,362,500, as of January 2, 2027, for taxes payable 2028;

\$111,472,500, as of January 2, 2028, for taxes payable in 2029;

\$166,807,500, as of January 2, 2029, for taxes payable in 2030; and

\$190,395,000 as of January 2, 2030, for taxes payable in 2031.

assigned to such land and improvements is reasonable and that allocation of such minimum market value to the separate Elements of the Project is reasonable as follows:

a. The minimum market value which shall be assessed for the parcel that includes Element 1: a multifamily apartment building with 195 units including 14 studio, 39 alcove, 76 1-bedroom and 66 2-bedroom units shall be not less than \$49,725,000;

b. The minimum market value which shall be assessed for the parcel that includes Element 2: a multifamily apartment building with 249 units including 17 studio, 50 alcove, 97 1-bedroom and 85 2-bedroom units shall be not less than \$63,495,000;

c. The minimum market value which shall be assessed for the parcel that includes Element 3: a multifamily apartment building with 185 units including 13 studio, 37 alcove, 72 1-bedroom and 63 2-bedroom units shall be not less than \$47,175,000; and

d. The minimum market value which shall be assessed for the parcel that includes Element 4: a 150,000 square foot medical office building shall be not less than \$30,000,000.

Anoka County Assessor

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2024, by _____, the Anoka County Assessor.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

The property located in the City of Blaine, Anoka County, Minnesota described as:

EXHIBIT G
PERMITTED ENCUMBRANCES

1. _____.

EXHIBIT H
SHORTFALL PROMISSORY NOTE

Date: October ___, 2024

Amount: [\$28,000,000]

FOR VALUE RECEIVED, the undersigned (the “Obligor”) promises to pay to the order of the **CITY OF BLAINE**, a Minnesota municipal corporation (the “City”), the principal sum of **[Twenty-Eight Million] and no/100 Dollars (\$28,000,000)**, plus interest thereon at a rate equal to the rates of interest on the TIF Bonds as defined in that certain TIF Assistance Agreement between Obligor and City dated the same date hereof (“Assistance Agreement”) on the dates (each a “Payment Due Date”) and in the amounts (each an “Installment”) set forth in the schedule attached as **Exhibit A** hereto; provided that no payment shall be due on any such date, and the scheduled Installment shall be deemed paid, if the City notifies the Obligor at least 10 days prior to a Payment Due Date that the following amount is sufficient to pay the Installment due on such Payment Due Date:

(A) 95% of the Tax Increments (as defined in the Assistance Agreement) received by the City since the previous Payment Due Date (the “Pledged Tax Increments”) plus (B) any remaining capitalized interest funded by the proceeds of the TIF Bonds.

This Note evidences an obligation to repay indebtedness incurred to finance infrastructure construction costs for the Project described in the Assistance Agreement, the terms and conditions of which are incorporated herein.

Unless the context otherwise requires, any capitalized term used in this Note shall have the meaning set forth in the Assistance Agreement. All payments on this Note are to be in lawful money of the United States and delivered to the City at 10801 Town Square Drive NE, Blaine, MN, 55449, or at such other place as designated by the City.

1. Optional Prepayment of Principal. The Obligor may prepay all or a portion of the Installments of this Note on any Business Day (as defined in the Assistance Agreement) without penalty. Each prepayment shall be accompanied by a signed statement of the Obligor that the amount tendered therewith is a prepayment of this Note. All prepayments shall be first applied to the payment of any amounts due under the Note or the Assistance Agreement then due and payable but unpaid and thereafter shall be applied to the prepayment of the accrued interest on this Note and finally to the principal balance of this Note.

2. Application of Payments. All payments of the Balance on this Note shall be recorded by the City in its records, which records shall be conclusive evidence of the subject matter thereof, absent manifest error.

Upon and during the continuance of an Event of Default under the Assistance Agreement, all payments subsequently received by the City from the Obligor shall be first applied to all unpaid

fees and expenses due to the City from the Obligor under this Note and the Assistance Agreement and then to the payment of principal due on this Note.

3. Payment of Expenses; Other Payments. In the event that the principal of this Note or any other amount due hereunder shall not be paid when due (whether or not upon declaration of an Event of Default), the Obligor shall pay all costs of collection and enforcement of this Note, the Assistance Agreement, including, but not limited to, all reasonable attorneys' fees, court costs, and expenses incurred by the City in connection with such collection or the protection or enforcement of any rights or security interests under this Note or the Assistance Agreement, whether or not any lawsuit is ever filed. In addition, the Obligor shall pay all fees and expenses due under the Assistance Agreement, including, but not limited to, all fees and expenses of the City in administering, supplementing or amending the loan evidenced by this Note and the Assistance Agreement. All payments required pursuant to this Section shall be due and payable upon the Obligor's receipt of an invoice therefor from the City, and any unpaid amounts shall bear interest at a rate equal to the greater of the City's permanent financing interest rate at the time of refinance (August 1, 2027) or 4.00% per annum from the date an invoice is sent by the Obligor in accordance with Section 5.6 of the Assistance Agreement to the date of payment and shall be subject to the Default Rate and Late Charge provisions of this Note.

4. Default Rate; Late Charge. If a payment due hereunder is not made within 10 days after the date when due, the Obligor shall pay to the City a late payment charge of 5% of the amount of the overdue payment (the "Late Charge") to compensate the City for a portion of the cost related to handling the overdue payment. After an Event of Default, as defined in Section 8 herein, the entire principal sum evidenced by the Note shall, at the option of the holder hereof, bear interest during the existence of such Event of Default at a rate equal to the greater of the City's permanent financing interest rate at the time of refinance (August 1, 2027) or 4.00% per annum (the "Default Rate") and upon cure of such Event of Default at such rate of interest per annum which would otherwise be in effect hereunder. Failure to subsequently exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

5. Defaults. The occurrence of an Event of Default with respect to (and as defined in) the Assistance Agreement shall constitute an Event of Default under this Note.

6. Acceleration. The outstanding principal amount of this Note and all other amounts due hereon shall, at the option of the City, become immediately due and payable, upon the occurrence of an Event of Default, or at any time thereafter. Failure to exercise the option provided herein shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent Event of Default.

7. Remedies. The remedies of the City with respect to this Note shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall occur. The City may, in its discretion, waive any default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the City shall be deemed a waiver of any of the City's rights or remedies unless the City specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only

apply to the particular instance for which it was agreed. No delay in exercising and no failure in exercising any right or remedy hereunder or afforded by law, whether on such occasion or any future occasion, nor shall such delay be construed as a waiver of any default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

8. Assignment. The obligations of the Obligor hereunder may not be assigned by the Obligor without the prior written consent thereto by the City determined in the sole discretion of the City.

9. Applicable Law and Venue. It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota and any litigation or proceedings shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

10. Waiver of Presentment. All parties now or hereafter liable with respect to this Note hereby waive presentment or other demand for payment, protest, notice of dishonor and all other notices of any kind.

11. TRIAL BY JURY. THE OBLIGOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY UNDER ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THIS NOTE.

12. Assistance Agreement. This Note is the "Shortfall Promissory Note" referred to in the Assistance Agreement, to which reference is made for a statement of the terms and provisions thereof.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of the date signed below.

BLAINE TOWN CENTER EAST LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Blaine Town Center East LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

Exhibit A to Promissory Note

[Insert TIF Bond Debt Service Schedule]



City of Blaine

Staff Report

File Number: RES 24-192

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Erik Thorvig, Community Development Director

Agenda Item # 9.4

Public Hearing Related to and Approving Property Tax Abatements Authorizing the Execution of an Abatement Assistance Agreement and Related Documents with Blaine Town Center West LLC

Executive Summary

Background

In early 2021, the City Council identified the 105th Avenue/Radisson Road Industrial area as a priority location for the "Growth Management" portion of the City's strategic plan. Based on council direction, the City embarked on a visioning and design process for the area to assist in marketing and development efforts of the existing site, which consists of older industrial dwellings that are either antiquated due to their age or have excessive outdoor storage, making them inconsistent with the vision for the area. General discussions by the City Council identify this as a potential "city core" where the City should encourage walkable, entertainment-type uses that take advantage of the NSC and be an amenity to Blaine residents and visitors.

In the fall of 2021, a request for proposals (RFP) was advertised seeking proposals from architects to assist the City in preparation of a master plan for the 105th Avenue Redevelopment Area. The RFP was awarded to Sperides Reiners Architects Inc., who led the City Council through several meetings in the winter of 2022 to discuss options within the site and develop a concept consistent with council goals. The master plan was received in the summer of 2022 outlining potential uses including hotels, restaurants, residential, and retail.

In order to advance redevelopment of the site, an RFP was advertised in fall 2022 seeking a qualified developer to revitalize the 105th Avenue Redevelopment Area. In the winter of 2022, the City Council selected Elevage Development Group, LLC, as the master developer for the site and charged them with undertaking the construction of a mixed-use development consistent with the concepts outlined in the master plan.

Discussion began in the spring of 2023 to identify a process in which the developer could acquire rights to a portion of property that was controlled by the Minnesota Amateur Sports Commission (MASC)/National Sports Center (NSC). Based on legislation with which the property was originally acquired, MASC was allowed to lease up to 16 acres for private development. In May 2024, the City issued bonds to secure a long-term lease agreement, with the intent of financing the project with new values not currently included in the City's property tax calculation. Without the City's assistance, this property would have remained vacant. Additionally, the funding provided to MASC for access to the property was fully reinvested back in the NSC campus for capital improvements.

As the redevelopment concept for this site has advanced, the City Council has been informed of financing considerations and requests from the developer. While the overall financial structure has evolved along with the development concept, the fundamental premises included establishment of a Tax Increment Financing Redevelopment (TIF) District to facilitate financing for redevelopment of the 105th Avenue Redevelopment Area with significant infrastructure and site development required, and construction of a mixed-use development that will include event stadium, food hall, fieldhouse, hotels, apartments and medical office space. Recent discussions regarding the financial structure of the redevelopment site with the Council have occurred on:

- [105th Redevelopment Area Schedule of Events - September 9](#)
- [105th Redevelopment Updates/Discussion - August 19](#)
- [105th Redevelopment District Updates/Project Discussion - July 8](#)
- [Stadium Event Financing Requirements - May 20](#)
- [105th Redevelopment Project Financing Discussion - May 13](#)

On September 16, 2024, the City Council adopted two parameters resolutions related to the sale of two different temporary tax abatement bonds and, subject to certain parameters being met, would finance infrastructure improvements within the west portion of the redevelopment area and event stadium. In order to sell tax abatement bonds, a tax abatement area must be established.

The resolutions adopted identified a principal amount not to exceed the lesser of \$9,000,000 or the amount of abatement for the west infrastructure improvements and a principal amount not to exceed the lesser of \$38,500,000 or the amount of abatement for the event stadium. Because the bonds to be issued are general obligation bonds, and in order to issue tax abatement bonds, the City must establish a tax abatement area in which properties are identified that will generate sufficient property taxes to pay debt service. The proposed structure outlined in the paragraphs below have assumed that sufficient revenues will be available to cancel the property tax levy that would be required to pay debt service. Though two different bond sales are anticipated, the establishment of the tax abatement area identifies properties where property taxes could be abated to pay debt service for the total bond amounts of \$47,500,000 over up to 20 years. The properties identified are scattered throughout the city and were chosen as they are not anticipated to be in either a future tax abatement or tax increment financing district. Under a worst case scenario, the City's share of annual property taxes generated by these properties could be used to pay annual debt service instead of being included within the City's general fund. Property owners within a tax abatement area are not required to be notified, nor is there any impact on property owners included within the abatement area regarding how much property tax they pay, as compared to all property owners within the City. Unlike the tax abatement approved for

the turf field bond, Anoka County and Spring Lake Park were not asked to actively participate in this tax abatement financing.

In 2024, the City, along with Anoka County and Spring Lake Park schools approved a tax abatement to fund turf field improvements at the National Sports Center. The repayment structure for this project identified using future property taxes of the City, County and School District, generated from new development within the west portion of the redevelopment district, to pay debt service. The new property taxes are what is "abated". The structure for repayment for the two bond sales identified above is different. Though properties are required to be identified where property taxes could be abated to pay the debt service, that will not be the identified source of repayment for the bonds.

The west infrastructure bond is identified as not to exceed \$9MM. This amount covers the hard costs of construction, approximately \$7.44MM plus interest. Annual debt service is approximately \$700,000. When the tax abatement area was created for the turf field bond sale, values were estimated for new development that will occur in the tax abatement area (see attached map). Anoka County provided a range of values for new development within the tax abatement area. The conservative range of value was used to show sufficient value to generate property taxes by the City, County and School District to cover the annual debt service. If values are higher than the conservative estimates, surplus abatement revenue from the City's share of taxes will exist that is not needed to pay for debt service for the turf fields. Total surplus abatement revenue could range from \$7-10MM, depending on values. Any surplus abatement revenue not needed to pay for debt service for the turf fields can be used to pay debt service on the bonds issued for the west infrastructure improvements. If surplus abatement revenue does not exist, the annual \$300,000 developer lease payment identified in the ground lease with MASC can be used towards the debt service (up to 15 years). The \$300,000 lease payment would not cover the entire annual debt service for the infrastructure abatement bond, and the developer has agreed to enter into an agreement where any shortfall would be paid by the developer.

The event stadium bond is identified as not to exceed \$38.5MM. This covers the hard costs of construction, approximately \$34MM, plus interest. The annual debt service is estimated to be \$3.1MM. The stadium is anticipated to exceed \$50MM, so additional private equity and financing will also pay for event stadium construction. The developer has agreed to enter into an agreement where they would be responsible to pay all debt service related to the city bond issuance. Prior to the sale of the event stadium bonds (anticipated either in later 2024 or early 2025), an agreement will be considered by the City Council identifying the obligation by the developer to pay the debt service and securities to ensure the responsibilities of the debt service are the full responsibility of the developer.

As a reminder, this action does not constitute a bond sale by the City and is simply creating a mechanism of repayment if/when the sale of bonds occurs.

Typically, when a tax abatement district is established and funds are provided to a developer, a tax abatement development agreement is also entered into. The agreement outlines the roles and responsibilities of both the City and Developer related to the project, disbursement of funds, timelines, etc. The following is a general outline of key aspects of the agreement.

Project Summary

- Developer - EB Blaine, LLC

- Tax Abatement District - See attached map.
- Project - Construction of an approximately 3,500 set event stadium, event center with 19,000 square foot food fall, field house, 100 room hotel, 130 room hotel, restaurant/retail and hotel/waterpark.
- Total development cost estimate - \$275,725,341
- The developer agrees to build the project substantially in the form of the approved final development plans for the Project to occur as proposed and at an estimated total cost of \$_____.
- Developer will agree to build the Project substantially in the form of the approved final development plans for the Project to occur as proposed and at an estimated total cost of \$_____.

Eligible Costs

- Qualifying redevelopment costs of the Project include: site improvements such as acquisition, demolition, parking, site grading, utilities including stormwater, water, sewer, and related public and redevelopment improvements.

City Public Investment

- The City agrees to invest in the project through the establishment of a tax abatement district to a maximum of the allowed 15-year term.
- The City will issue general obligation temporary taxable tax abatement revenue bonds to finance eligible costs of the Project. The City will finance infrastructure costs and developer will finance minimum improvements.

Minimum Improvements

- Construction of an approximately 3,500 set event stadium, event center with 19,000 square foot food fall, field house, 100 room hotel, 130 room hotel, restaurant/retail and hotel/waterpark.
- The city reserves the right to approve any changes to the development plan and minimum improvements.

Construction Schedule

- Construction of Phase 1 commences by June 30, 2025, and completes by December 31, 2026 (additional 6 months will be included as related to commencement and completion dates).
- Construction of Phase 2 commences by June 30, 2025, and completes by December 31, 2026 (additional 6 months will be included as related to commencement and completion dates).
- Construction of Phase 3 commences by June 30, 2026, and completes by December 31, 2027 (additional 6 months will be included as related to commencement and completion dates).
- Construction of Phase 4 commences by June 30, 2027, and completes by December 31, 2028 (additional 6 months will be included as related to commencement and completion dates).

Business Subsidy Act Requirements (Minnesota Statutes, Section 116J.993 through 116J.995)

- The financial assistance qualifies as business subsidy under Minnesota Statute. The attached resolution identifies no job creation goals for the tax abatement district. Typically, job creation goals are required with an Economic Development TIF district.

Disbursement of Funds

- Any bond proceeds will be held by the City and disbursed to the developer upon evidence of actual costs incurred and subject to City inspection to ensure the work is completed per any agreements.

Strategic Plan Relationship

The 105th Redevelopment Area is identified in the Strategic Plan.

Board/Commission Review

Not applicable.

Financial Impact

The financial impact is analyzed in the staff report.

Public Outreach/Input

A public hearing is required to establish a tax abatement district. As required by State Statute, notice of the public hearing was published in the City's official newspaper ten days prior to the public hearing.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Tax Abatement Parcels
2. City Abatement Resolution
3. Abatement Agreement



City of Blaine

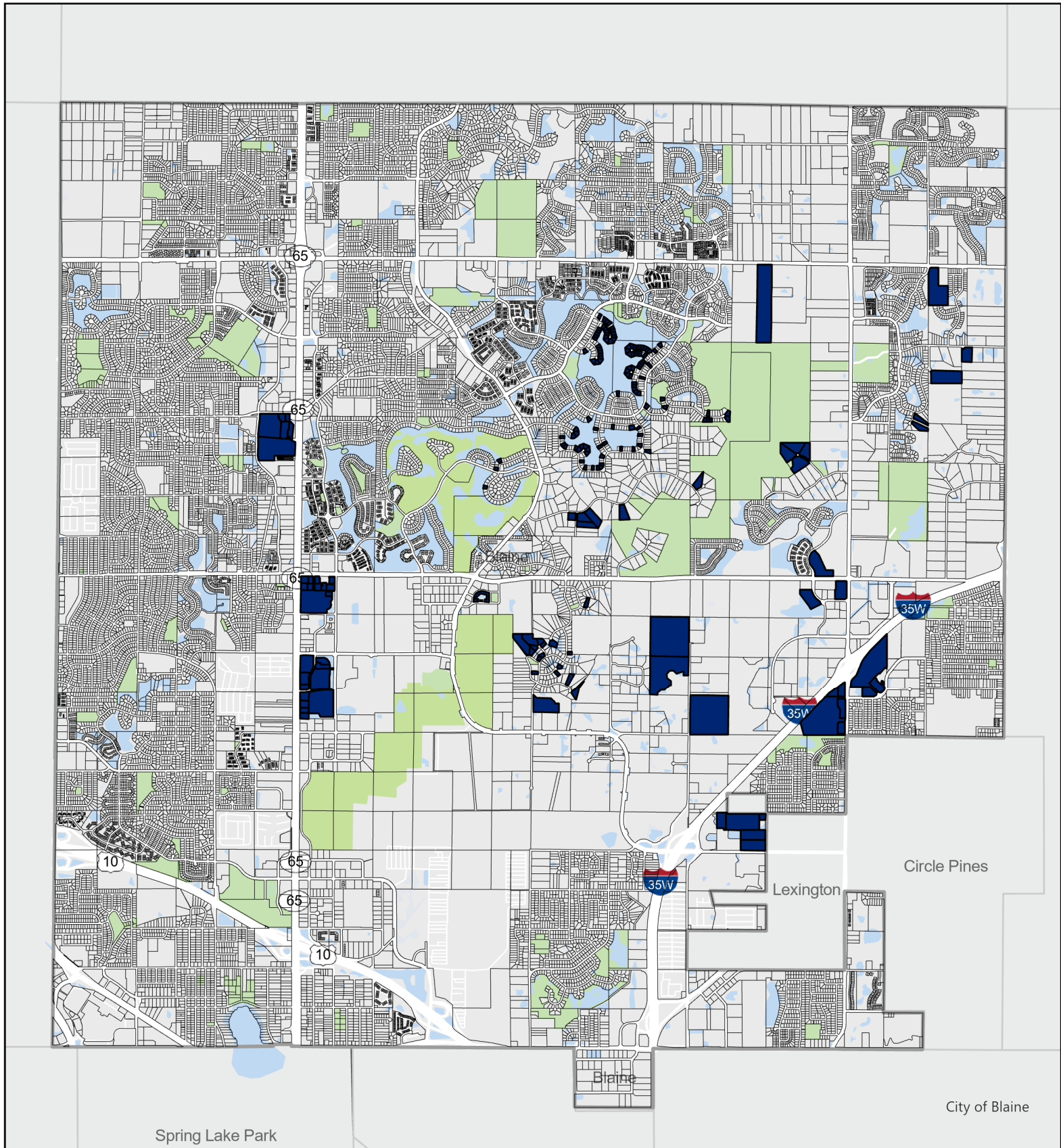
Signature Copy

Resolution: RES 24-192

Public Hearing Related to and Approving Property Tax Abatements Authorizing the Execution of an Abatement Assistance Agreement and Related Documents with Blaine Town Center West LLC

See attached resolution.

Tax Abatement Parcels



RESOLUTION NO. ____

**RESOLUTION APPROVING PROPERTY TAX ABATEMENTS
AUTHORIZING THE EXECUTION OF AN ABATEMENT
ASSISTANCE AGREEMENT AND RELATED DOCUMENTS
WITH BLAINE TOWN CENTER WEST LLC**

BE IT RESOLVED By the City Council of the City of Blaine, Minnesota (the “City”) as follows:

Section 1. Recitals.

(a) The City proposes to (i) to assist in financing the acquisition, construction and betterment of an approximately 5,000-seat stadium event center with an approximately 19,000 square foot food hall, 18,000-square foot fieldhouse, 82-room hotel annex, 137-room right field hotel, 19,000 square foot restaurant/retail and 258-room hotel/waterpark (collectively, and as further described herein, the “Development”) in the City; and (ii) to finance certain public improvements including without limitation acquisition of real property and construction and betterment of certain public infrastructure, which includes but is not limited to public rights-of-way/streets, public utilities, and public open space areas in connection with the Development (the “Infrastructure” and, together with the Development, the “Project”). The City proposes to use property tax abatements derived from the property described by property identification numbers on the attached Exhibit A (the “Abatement Parcels”) pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Law”) to finance a portion of the cost of the Project.

(b) Under the Abatement Law, the City is authorized to retain abatements from property in order to accomplish certain public purposes, including situations where the abatement will increase or preserve tax base, provide or help acquire or construct public facilities, help provide employment opportunities in the City, help provide access to services for City residents, or finance or provide public infrastructure.

(c) The City is also authorized under the Abatement Law to issue bonds to (1) pay for public improvements that benefit the property, (2) to acquire and convey land or other property, (3) to reimburse the property owner for the cost of improvements made to the property, or (4) to pay the costs of issuance of the bonds.

(d) The City plans to issue its Taxable General Obligation Abatement Bonds, Series 2024D (together with any bonds issued to refund such bonds, the “West Infrastructure Bonds”) and its Taxable General Obligation Abatement Bonds (together with any bonds issued to refund such bonds, the “Stadium Bonds” and, together with the West Infrastructure Bonds, the “Bonds”) in one or more series, at one time or from time to time to finance a portion of the costs of the Project.

(e) On the date hereof, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by published notice thereof in accordance with the Abatement Law.

(f) The City has reviewed a proposal from Blaine Town Center West LLC, a Minnesota limited liability company (or an affiliate thereof, the “Developer”), to develop the Development on certain real property (the “Development Property”) within the City.

(g) The Abatement will be used to fund certain business subsidies to the Developer in connection with the Project (the “Business Subsidies”) within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended, (the “Business Subsidy Act”), and in connection therewith the City and the Developer will execute one or more abatement assistance agreements in accordance with the proposed terms on file with the City, each of which constitutes a “business subsidy agreement” as required under the Business Subsidy Act; and

(h) The City on this date held a duly noticed public hearing on granting the Business Subsidies to the Developer and setting the wage and job goals at zero in accordance with the Business Subsidy Act.

(i) There has been prepared and presented to the City Council for its consideration a West Infrastructure Abatement Assistance Agreement (the “Abatement Agreement”), between the City and the Developer stating the Developer’s responsibilities and the terms and conditions City’s assistance with financing certain eligible Infrastructure costs of the Project and a related Disbursing Agreement (the “Disbursing Agreement”), between the City and the Developer in connection with the disbursement of proceeds of the City’s West Infrastructure Bonds for eligible Infrastructure costs of the Project.

Section 2. Findings for the Abatement. The City Council hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal the costs to the City thereof because (1) the Project is part of a larger redevelopment project which will remove blight, increase the tax base in the City, provide public amenities and infrastructure, and increase housing options in the City; and (2) the Abatement amount finances only a portion of the cost of the Project and leverages the investment of private and funding sources for the adjacent redevelopment project and, therefore, is less than the cost of the Project and total development to be generated.

(b) Granting the Abatement is in the public interest because it will (1) increase preserve the tax base by stimulating redevelopment and helping to maintain values in the City for the reasons described in Section 2(a); (2) assist in providing public infrastructure and public amenities for the community; (3) stimulate adjacent redevelopment thereby removing blight preserving or enhancing the value of nearby properties; and (4) protect the general health and welfare of the community by removing and preventing the spread of blight in the City.

(c) The Abatement Parcels are not, and will not be, located in a tax increment financing district.

(d) In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed the greater of 10% of the net tax capacity of the City or \$200,000.

Section 3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The abatement will apply to the City's share of the property taxes derived from the Abatement Parcels calculated in each tax-payable year commencing 2028 through and including 2047 as follows: the City's tax rate for such tax-payable year multiplied by the net tax capacity (as defined in Minnesota Statutes, Section 273.13, subdivision 21b, as amended) of the Abatement Property in such tax-payable year (the "Abatement").

(b) The Abatement shall be for up to a 20-year period and shall apply to the taxes payable in the years 2028 through 2047, inclusive, in an amount not to exceed \$48,500,000.

(c) The maximum amount of Abatement authorized under this resolution is \$48,500,000. The maximum principal amount of bonds to be secured by Abatement under this resolution will not exceed the estimated sum of Abatement from the Property for the term authorized under this resolution.

(d) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

(e) The Abatement and the Abatement Parcels may be modified at any time and from time to time by resolution of the City Council; in particular, certain Abatement Parcels may be released from the pledge to the payment of the Bonds if the City determines that the Abatement collected from the remaining Abatement Parcels is sufficient to pay the principal amount of the Bonds and other revenues are available to pay accrued interest thereon.

(f) The City authorizes the Abatement to fund the Business Subsidies under the applicable business subsidy agreements. The City finds and determines that providing the Business Subsidies to the Developer is in the public interest and will further the objectives of its general plan of economic development because it will remove blight in the area in and around the Development Property, put underutilized property to productive use, increase the tax base, and provide community facilities and amenities envisioned as part of the 105th Redevelopment Master Plan. The City hereby determines that the creation or retention of jobs is not a goal the proposed development for purposes of the Business Subsidy Act. Therefore, the wage and job goals may be and hereby are set at zero in the applicable business subsidy agreements in accordance with the Business Subsidy Act.

Section 4. Approval of Abatement Documents.

(a) The City Council hereby approves the Abatement Agreement and the Disbursing Agreement in substantially the forms presented to the City Council, together with any related documents necessary in connection therewith, including but not limited to any documents, exhibits, certifications or consents referenced in or attached thereto (collectively, the "Abatement Documents"), and hereby authorizes the Mayor and City Manager to negotiate the final terms thereof and, in their discretion and at such time, if any, as they may deem appropriate, to execute the same on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder.

(b) The approval hereby given to the Abatement Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Abatement Documents shall not be effective until the date of execution thereof as provided herein.

(c) In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Abatement Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Abatement Documents.

Approved this 7th day of October, 2024 by the City Council of the City of Blaine, Minnesota.

CITY OF BLAINE, MINNESOTA

Mayor

ATTEST:

City Clerk

Exhibit A
Parcel ID Numbers for the “Abatement Parcels”

203123430012	263123320010	143123230003	223123230043	123123340051	103123420023	103123240084
203123120014	173123210013	103123310037	103123240082	223123230048	103123420048	103123240090
203123120012	173123210021	103123130062	103123420049	103123420022	163123140050	153123120030
203123430014	173123210022	103123430057	103123310025	103123240091	223123310021	103123420030
203123430013	233123110002	153123310017	113123330021	153123210003	153123210009	103123240063
203123420007	243123320007	103123240094	103123420046	223123320037	103123410102	103123240075
173123210018	243123320009	103123420021	103123420027	153123240033	123123120007	153123220063
203123120010	203123120022	233123330005	223123210046	103123310022	143123130011	103123240064
203123120023	263123310002	153123240039	103123240065	103123420038	103123130063	223123230044
203123120003	203123420011	103123240100	103123430077	153123240036	223123230042	103123420029
203123120017	263123310003	153123240041	153123220062	103123240081	103123420036	153123210015
203123420009	203123120013	153123210017	153123210018	103123310027	103123420033	223123320083
203123420014	263123310013	103123240099	103123430076	103123310023	123123420008	103123430078
203123420017	203123430010	143123120005	103123240083	103123420014	153123120023	103123420047
203123430017	173123210019	143123120004	103123240074	133123210085	103123310024	153123210033
263123310004	233123110009	153123120026	153123210008	103123420037	113123330013	103123440063
233123410007	233123440014	103123410105	153123310018	103123440060	103123420045	153123220059
173123210023	243123320004	153123210022	103123240061	113123330028	153123120054	223123320112
233123440012	223123330017	113123240002	103123310012	153123210011	153123120038	153123210019
203123120016	213123120040	103123420042	113123330020	103123420044	103123430079	103123430095
223123410002	143123440003	103123420020	153123210007	113123330014	103123420055	103123240076
223123140002	153123210016	103123240089	213123140009	103123310020	153123240042	223123320085
203123120011	163123130011	163123140047	103123420040	153123210039	113123330012	153123420009
233123410008	153123120070	103123420028	123123410010	103123420019	103123310021	103123430075
203123120026	213123140010	103123240101	143123120006	153123310011	103123310026	223123230014
203123420016	153123210026	103123420041	213123140007	103123420035	153123240043	153123320014
233123440015	103123420039	103123420043	153123120033	153123120013	223123320039	223123320023

WEST INFRASTRUCTURE ABATEMENT ASSISTANCE AGREEMENT

BETWEEN

CITY OF BLAINE

AND

BLAINE TOWN CENTER WEST LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (JSB)
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WEST INFRASTRUCTURE ABATEMENT ASSISTANCE AGREEMENT

THIS WEST INFRASTRUCTURE ABATEMENT ASSISTANCE AGREEMENT (the “Agreement”) is made as of the ____ day of October, 2024, by and between the CITY OF BLAINE (the “City”), a Minnesota municipal corporation, and BLAINE TOWN CENTER WEST LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, on October 7, 2024, the City held a public hearing and adopted a resolution (the “Abatement Resolution”) approving property tax abatements (the “Tax Abatements”) on certain property in the City identified in **Exhibit A** (as further defined herein, the “Abatement Parcels”) in the maximum amount of \$48,500,000 pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Act”); and

WHEREAS, the Developer has proposed the construction of an approximately 5,000-seat stadium event center with 19,000 square foot food hall and 137-room right field hotel, an approximately 82-room hotel annex with structured parking and 19,000 square foot restaurant/retail and an approximately 258-room hotel/60,000-square foot waterpark (collectively, and as further described herein, the “Project”) on certain property described in **Exhibit B** hereto, which property is located within the Project Area (the “Development Property”); and

WHEREAS, the Developer has requested that the City use a portion of the proceeds of bonds issued under the Abatement Act to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings, or if not defined below shall have the meanings as defined in the MDA, unless a different meaning clearly appears from the context:

Abatement Act means Minnesota Statutes, Sections 469.1812 to 469.1815, as amended;

Abatement Bonds means the General Obligation Taxable Tax Abatement Revenue Bonds Series 2024D, issued by the City for the Project in the original principal amount of [\$9,000,000], and any bonds issued to refund such bonds from time to time;

Abatement Parcels means the property listed in **Exhibit A**; provided, however, that the City may determine at any time to remove certain property from the Abatement Parcels pledged to the payment of the Abatement Bonds if it determines that the Tax Abatements collected from the remaining Abatement Parcels is sufficient to pay the principal amount of the Abatement Bonds;

Administrative Costs has the meaning set forth in Section 3.3;

Affiliate means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Agreement means this West Infrastructure Abatement Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Architect means the applicable architect selected by the Developer or applicable Secondary Developer of an Element of the Project on the Development Property in accordance with this Agreement, the MDA, the applicable Assignment and Assumption of Secondary Developer Obligations and the applicable SIPA;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means a Certificate of Completion with respect to each Element of the Project executed by the City pursuant to Section 3.8, in substantially the form set forth in **Exhibit E** attached hereto;

City means the City of Blaine, Minnesota;

Completion Date means the date on which the Certificate of Completion with respect to each Element of the Project is executed by the City pursuant to Section 3.8;

Construction Documents means the following documents, with respect to the Minimum Public Improvements and each Element of the Project, all of which shall be in form and substance acceptable to the City: (a) evidence satisfactory to the City showing that such Element conforms to the District Ordinance, applicable zoning, subdivision and building code laws and ordinances, and any other applicable Legal Requirements, including a copy of the building permit for such Element; (b) a copy of the executed standard form of agreement between owner and Architect for architectural services for such Element, if any; and (c) a copy of the executed General Contractor's contract for such Element, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Minimum Public Improvements and each Element of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Anoka County, Minnesota;

Design Drawings means the floor plans, renderings, elevations and material specifications for each Element of the Project prepared by the applicable Architect;

Developer means Blaine Town Center West LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Development Property means the real property legally described in **Exhibit B** attached hereto;

Development Property Incremental Taxes means the City's share of the property taxes derived from the Development Property calculated in each tax-payable year commencing 2028 through and including 2047 as follows: the City's tax rate for such tax-payable year multiplied by the net tax capacity (as defined in Minnesota Statutes, Section 273.13, subdivision 21b, as amended) of the Development Property in such tax-payable year;

Disbursing Agreement means that certain Disbursing Agreement, in substantially the form attached hereto as **Exhibit C**, dated, executed and delivered as of the date hereof, between the City, the Developer and the Title Company;

District Ordinance means the City of Blaine Code of Ordinances Section 30.90 – 105th Avenue Development District Ordinance, as the same may be amended from time to time;

East Developer means Blaine Town Center East LLC, a Minnesota limited liability company, its permitted successors / assigns under the MDA;

East Developer TIF Agreement means that certain TIF Assistance Agreement, dated as of the date hereof, between the City and the East Developer, as the same may be from time to time modified, amended or supplemented;

EDA means the Blaine Economic Development Authority;

Element means, for purposes of this Agreement, each of Element 1, Element 2, and Element 3, each as defined herein, to be constructed on the Development Property as part of the Project;

Element 1 means an approximately 5,000-seat stadium event center with 19,000 square foot food hall and 137-room right field hotel to be constructed on the Development Property as part of the Project;

Element 2 means an approximately 82-room hotel annex with structured parking and 19,000 square foot restaurant/retail to be constructed on the Development Property as part of the Project;

Element 3 means an approximately 258-room hotel/60,000-square foot waterpark to be constructed on the Development Property as part of the Project;

Eligible Costs means the costs of the Minimum Public Improvements of the Project and, if the Reimbursement Amount exceeds the costs of the Minimum Public Improvements of the Project, then any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with proceeds of the Abatement Bonds in connection with preparing the Development Property to pad-ready condition for vertical development of the Project;

Event of Default means any of the events (and the passing of any applicable cure periods) described in Section 4.1 hereof;

General Contractor means the applicable general contractor selected by the Developer or applicable Secondary Developer of an Element of the Project on the Development Property in accordance with this Agreement, the MDA, the applicable Assignment and Assumption of Secondary Developer Obligations and the applicable SIPA;

Master Plan means the Blaine Town Center Master Plan, dated May 27, 2022 relating to the area located at the northwest corner of 105th Avenue and Radisson Road NE in Blaine, Minnesota known as the “105th Redevelopment District”.

MDA means that certain Master Development Agreement dated as of _____, 2024, among the City, the EDA, and the West Developer;

Minimum Public Improvements means the costs of demolition of existing structures and facilities, parking, site grading, public rights-of-way/streets, public open space areas, public utilities including stormwater, water, and sewer, and any other site improvements necessary, in accordance with the MDA’s Public Infrastructure requirements and the approved Infrastructure Plans (as defined therein), to prepare the Development Property to pad-ready condition for vertical development of the Project;

Permitted Encumbrances means those encumbrances set forth in **Exhibit G** attached hereto;

Project means the construction of the Public Infrastructure in accordance with the MDA and the applicable SIPA and the construction of each of the Elements on the Development Property as described in and in accordance with the MDA, each applicable SIPA and this Agreement;

Reimbursement Amount means the lesser of (i) \$8,000,000 of the proceeds of the Abatement Bonds net of amounts paid for costs of issuance and capitalized interest, or (ii) the Eligible Costs actually incurred and paid by the Developer;

Shortfall Promissory Note means the Shortfall Promissory Note to be executed by the Developer in substantially the form set forth in **Exhibit H**;

SIPA means each separate Site Improvement Performance Agreement to be entered into between the City and Developer or any Secondary Developer (as defined in the MDA) of an Element of the Project on the Development Property containing the City's engineering requirements and the process for the City's review and approval of the Infrastructure Plans (as defined in the MDA), or the Construction Documents and Construction Plans for the applicable Element, in substantially the form attached as Exhibit [] to the MDA;

Site Plan means the site plan prepared for the Development Property approved by the City;

State means the State of Minnesota;

Sworn Construction Cost Statement has the meaning set forth in Section 3.6(1) hereof;

Tax Abatements means the City's share of the property taxes derived from the Abatement Parcels calculated in each tax-payable year commencing 2028 through and including 2047 as follows: the City's tax rate for such tax-payable year multiplied by the net tax capacity (as defined in Minnesota Statutes, Section 273.13, subdivision 21b, as amended) of the Abatement Parcels in such tax-payable year;

Termination Date means, unless this Agreement is terminated earlier in accordance with its terms, the later of the date on which the entire principal of and accrued interest on the Abatement Bonds have been paid in full or the date the principal of and any other amount due with respect to the Shortfall Promissory Note is paid in full;

Title Company means All American Title Company, LLC;

Total Development Costs means the costs of the Project as set forth in **Exhibit D** attached hereto to be incurred by the Developer or a permitted Secondary Developer under an Assignment and Assumption of Secondary Developer Obligations; and

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of pandemics, epidemics (or other health related disruptions), strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, civil strife, including protests, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in properly exercising its rights under this Agreement)

which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized and existing under the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City has taken the actions necessary to authorize the Abatement Bonds under the Abatement Act.

(3) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has informed the Developer that development of the Development Property will not be favored over the development of other properties.

(5) To the Developer's actual knowledge, no member of the City Council of the City, the Board of Commissioners of the EDA, or other officer of the City or the EDA has either a direct or indirect financial interest in this Agreement, nor will any member of City Council, the Board of Commissioners, or other officer of the City or the EDA, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND City

Section 3.1. Total Development Costs and Public Costs.

(1) The Developer's estimate of the Total Development Costs of the Project and sources of revenue to pay such costs are set forth in **Exhibit D** attached hereto.

(2) The Developer estimates that the Total Development Costs of the Project will be allocated to the Elements of the Project as follows:

- a. Minimum Public Improvements: \$_____;
- b. Element 1, an approximately 5,000-seat stadium event center with 19,000 square foot food hall and 137-room right field hotel: \$130,500,000;
- c. Element 2, an approximately 82-room hotel annex with structured parking and 19,000 square foot restaurant/retail: \$36,750,000; and
- d. Element 3, an approximately 258-room hotel/60,000-square foot waterpark: \$65,000,000.

(3) Based on the Developer's representation that the Total Development Costs for the Project are approximately \$254,389,500, that the sources of revenue available to pay such costs, excluding the assistance contemplated herein, is \$243,389,500, and that the Developer is unable to obtain additional private financing for the estimated Total Development Costs, the City has agreed to provide financing through the issuance of the Abatement Bonds subject to the terms and conditions as hereinafter set forth. The Developer shall promptly provide the City copies of all executed agreements pertaining to the use, possession, or ownership interest in the Development Property, executed financing documents related to financing the Total Development Costs of the Project, Construction Documents and Construction Plans for the Project.

(4) The parties agree that the Eligible Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer anticipates that the Eligible Costs for the Project will be at least \$8,000,000.

(5) As of January 2, 2028, the estimated market value of the Development Property, as improved, is expected to be at least \$139,675,000.

(6) The Developer will acquire PID # 21-31-23-24-0012 and a leasehold interest in the remainder of the Development Property pursuant to the Ground Lease and cause the Project to be constructed in accordance with the terms of this Agreement, the Master Plan, the MDA, the Legal Requirements, District Ordinance, and all local, state, and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(7) The Developer shall, or shall cause its successors and assigns in accordance with applicable Assignment and Assumption of Secondary Developer Obligations agreements, in a timely manner, comply with all requirements necessary to obtain, or cause to be obtained, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(8) The Developer acknowledges that although the City has pledged the Tax Abatements from the Abatement Parcels to the debt service on the Abatement Bonds, the parties intend that the Development Property Incremental Taxes will be sufficient to pay the Abatement Bonds plus the City's General Obligation Tax Abatement Bonds, Series 2024A (and any bonds issued to refund such bonds) and the City's General Obligation Taxable Tax Abatement Bonds, issued in one or more series, at one time or from time to time (and any bonds issued to refund such bonds) (the "Stadium Bonds"). Therefore, to secure any insufficiency in the Development Property Incremental Taxes for such purposes, the City has required the delivery of the Shortfall Note as a condition of disbursing the proceeds of the Abatement Bonds in accordance with Section 3.2(5) hereof.

(9) The Developer acknowledges that estimates of Tax Abatements or Development Property Incremental Taxes prepared by the City or its municipal advisors in connection with the Abatement Bonds or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely.

(10) The Total Development Costs shall be paid by the Developer, or its successors and assigns in accordance with applicable Assignment and Assumption of Secondary Developer Obligations agreements, and the City shall reimburse the Developer for the Eligible Costs solely in the Reimbursement Amount through the issuance of the Abatement Bonds as provided herein.

Section 3.2. Disbursement of Proceeds of Abatement Bond. The proceeds of the Abatement Bonds shall be disbursed in accordance with the Disbursing Agreement to the Developer only when:

(1) the Developer shall have finalized and obtained City and EDA approval of the Infrastructure Plans, in accordance with the MDA and the applicable SIPA, for the construction of the Minimum Public Improvements;

(2) the Developer shall have obtained final plat approval for the Development Property at least sufficient to permit construction of public rights-of-way/streets, public utilities, and public open space areas in accordance with the approved Infrastructure Plans, the MDA and the applicable SIPA;

(3) the Developer shall have submitted an electronically auditable 15-year pro forma financial statement for the proposed development of the Development Property and total development costs for development of the Development Property in accordance with this Agreement and the MDA, demonstrating to the satisfaction of the City, among other things, that but-for the Abatement Bonds issued by the City in connection therewith, the Project would not be feasible in the reasonably foreseeable future;

(4) the Developer shall have demonstrated to the satisfaction of the City that the Developer has full funding, together with the Reimbursement Amount, to pay all costs of the Minimum Public Improvements;

(5) the Developer shall have delivered to the City copies of the (I) organizational documents and the operating agreement of the Developer, (II) certificate of good standing for the Developer issued by the Minnesota Secretary of State; (III) the Shortfall Promissory Note and all other documents to be executed by the Developer pursuant to this Agreement and the MDA; and (IV) certified resolutions or written actions of the Developer authorizing the execution and delivery of this Agreement, the Shortfall Promissory Note, and all other documents to be executed by the Developer pursuant to this Agreement and the MDA;

(6) the Developer shall have submitted paid invoices or other written proof and documentation as may be reasonably satisfactory to the City of the exact nature and amount of the Eligible Costs incurred by the Developer, together with such other information or documentation as may be reasonably necessary and satisfactory to the City to enable the City to substantiate the Developer's expenditures for Eligible Costs. Such documentation shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer's payment thereof;

(7) the City shall have determined that such costs are (i) Eligible Costs of the Minimum Public Improvements of the Project, or (ii) if the Reimbursement Amount exceeds the costs of the Minimum Public Improvements of the Project, any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with proceeds of the Abatement Bonds in connection with preparing the Development Property to pad-ready condition for vertical development of the Project;

(8) the Developer shall at the time of each disbursement of proceeds of the Abatement Bonds, be in material compliance with each term or provision of this Agreement, the MDA and each SIPA to which it is a party, required to have been satisfied as of such date; and

(9) the East Developer shall have satisfied all of the conditions for disbursement of the TIF Bonds as defined in and in accordance with the East Developer TIF Agreement.

Section 3.3. Developer to Pay City's Fees and Expenses. The Developer will pay, from sources other than the proceeds of the Abatement Bonds, all of the reasonable Administrative Costs (as defined below) of the City and the EDA and must pay such costs to the City within 30 days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City or the EDA, including without limitation legal, financial advisor, and other consultant costs of the EDA or the City, all attributable to or incurred in connection with the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Project or in connection with any amendments to any of the foregoing. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance

with the City's planning, zoning, and building fee schedules. The Developer shall deposit \$10,000 toward payment of the Administrative Costs with the City not later than upon the execution of this Agreement. If such costs exceed such amount, then at any time, but not more often than monthly, the City will deliver written notice to the Developer setting forth any additional fees and expenses, and the Developer agrees to pay all fees and expenses within 30 days of the City's written request. Any unused amount of such deposit shall be returned to the Developer within 90 days after the receipt of the final Certificate of Completion from the City for all of the Elements of the Project.

Section 3.4. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City and the EDA make no warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances").

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

Section 3.5. Construction Plans.

(1) Prior to the commencement of construction of the Minimum Public Improvements and each Element of the Project, the Developer will deliver, or cause the applicable Secondary Developer to deliver pursuant to the applicable Assignment and Assumption of Secondary Developer Obligations, to the City the Site Plan, Design Drawings, Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the applicable General Contractor (the "Sworn Construction Cost Statement") all in form and substance reasonably acceptable to the City. The Site Plan, Design Drawings, and Construction Plans for each Element of the Project shall be consistent with the Master Plan, the MDA, the applicable SIPA, this Agreement, the District Ordinance and all applicable State and local laws and regulations and Legal Requirements. The City's building official and the Manager of the City on behalf of the City shall promptly review any Site Plan, Design Drawings, Construction Documents and Construction Plans upon submission and deliver to the Developer a written statement approving the Site Plan, Design Drawings, Construction Documents and Construction Plans or a written statement rejecting the Construction Documents or Construction Plans and specifying the deficiencies in the Site Plan, Design Drawings, Construction Documents or Construction Plans. The City's building official and the Manager of the City on behalf of the City may withhold approval of the Site Plan, Design Drawings, Construction Documents or Construction Plans if any of the following is not satisfied: (i) the Construction Documents and

Construction Plans substantially conform to the terms and conditions of this Agreement, the Master Plan, the MDA, and the applicable SIPA; (ii) the Site Plan, Design Drawings, Construction Documents and Construction Plans are consistent with the goals and objectives of the Master Plan; (iii) the Construction Documents, Construction Plans comply with any previously submitted Site Plan and Design Drawings; (iv) the Construction Documents and the Construction Plans meet all requirements necessary for the City to issue a building permit; and (v) the Site Plan, Design Drawings, Construction Documents and Construction Plans do not violate the District Ordinance, any applicable federal, State or local laws, ordinances, rules or regulations or other Legal Requirements. If the Site Plan, Design Drawings, Construction Documents or Construction Plans are not approved by the City, then the Developer shall make such changes as the City may reasonably require and resubmit revised Site Plan, Design Drawings, Construction Documents or Construction Plans, as applicable, to the City for approval, which will not be unreasonably withheld, conditioned or delayed.

(2) Each Element shall conform to the description thereof set forth herein unless the City provide prior written approval and, among other factors, inconsistency with the Master Plan or any material change to the projected taxable market value may be a basis for denial.

(3) No changes shall be made to the approved Site Plan, Design Drawings, Construction Documents or Construction Plans for an Element without the City's prior written approval, unless the aggregate of such changes does not increase or decrease the Total Development Costs for such Element by more than 10%. No changes which materially alter (a) the Element's Site Plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final Design Drawings and Construction Plans shall be made without the City's prior written consent. The approval of the City will not be unreasonably withheld, conditioned or delayed.

(4) The approval of any Site Plan, Design Drawings, Construction Documents or Construction Plans, or any proposed amendment to the Site Plan, Design Drawings, Construction Documents or Construction Plans, by the City does not constitute a representation or warranty by the City that the Site Plan, Design Drawings, Construction Documents, Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Site Plan, Design Drawings, Construction Documents or Construction Plans, or any proposed amendment to the Site Plan, Design Drawings, Construction Documents or Construction Plans, by the City will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Site Plan, Design Drawings, Construction Documents or Construction Plans from any department of the City and does not relieve the Developer of the obligation to comply with applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Project in accordance therewith.

Section 3.6. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer anticipates it will

commence construction of the Project and shall substantially complete construction of the Project as follows:

(1) Construction of Minimum Public Improvements shall commence by November 30, 2024 and be completed by December 31, 2025;

(2) Construction of Element 1 shall commence by June 30, 2025 and be completed by December 31, 2026;

(3) Construction of Element 2 shall commence by June 30, 2025 and be completed by December 31, 2026;

(4) Construction of Element 3 shall commence by June 30, 2026 and be completed by December 31, 2027.

Notwithstanding the foregoing, failure of the Developer to commence construction or substantially complete the Project shall not be an Event of Default hereunder unless the Developer fails to commence construction of the Minimum Public Improvements or the applicable Element or fails to complete the Minimum Public Improvements in accordance with the MDA and the applicable SIPA or obtain a certificate of occupancy for the applicable Element within 6 months of the dates set forth above. The Project will be constructed by the Developer, or a Secondary Developer, as applicable, on the Development Property in conformity with the Site Plan, Design Drawings, Construction Documents and Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City with reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 3.7. Certificate of Completion. The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, shall notify the City when construction of the Minimum Public Improvements and each Element of the Project has been substantially completed and, if applicable, the City has issued a certificate of occupancy for such Element. The City shall, within 30 days after such notification, conduct any inspections of the Minimum Public Improvements or such Element it determines necessary in order to determine whether the Minimum Public Improvements or such Element has been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents and Construction Plans. If the City determines that the Minimum Public Improvements or such Element has not been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents and Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Public Improvements or such Element has not been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents or Construction Plans and the Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Minimum Public Improvements or such Element within a reasonable period of time

after receiving notice that such deficiencies have been remedied in order to determine whether such Element has been constructed in substantial conformity with the approved Site Plan, Design Drawings, Construction Documents, Construction Plans and this Agreement. Within a reasonable period of time after determining that the Minimum Public Improvements or such Element has been constructed in substantial conformity with this Agreement and the approved Site Plan, Design Drawings, Construction Documents and Construction Plans and determining that the following conditions precedent have been satisfied, the City will furnish to the Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, a Certificate of Completion in substantially the form set forth in **Exhibit E** attached hereto certifying the completion of such Element:

- (1) There shall exist no uncured Event of Default hereunder;
- (2) The City shall have issued a certificate of occupancy for such Element, if applicable;
- (3) The City Manager, or designee, on behalf of the City shall have reasonably determined that the Minimum Public Improvements or such Element has been substantially completed and constructed in accordance with the District Ordinance, all applicable local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations) and any other Legal Requirements, and any applicable permits and in substantial conformity with this Agreement, the MDA, the applicable SIPA, and the final Site Plan, Design Drawings, Construction Documents and Construction Plans approved by the City in connection with issuing construction permits, each as applicable;
- (4) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, shall certify to the City that all costs related to the Minimum Public Improvements or such Element, including without limitation, payments to all contractors, subcontractors, and project laborers, have been paid prior to the date of the request to the City.

The Certificate of Completion issued for the Minimum Public Improvements or an Element shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Minimum Public Improvements or such Element. The issuance of a Certificate of Completion for the Minimum Public Improvements or an Element under this Agreement shall neither be construed to relieve the Developer of any inspection or approval required by any City department in connection with the construction, or completion or, if applicable, the occupancy of such Element, nor shall it relieve the Developer of any other obligations under this Agreement, the MDA or an Assignment and Assumption of Secondary Developer Obligations.

Section 3.8. Additional Responsibilities of the Developer.

- (1) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, will construct, operate and maintain, or cause to be operated and maintained, each Element substantially in accordance with the terms of

this Agreement, the Master Plan, the District Ordinance and all applicable local, state, and federal laws and regulations including, but not limited to zoning, building code, public health laws and regulations and other Legal Requirements.

(2) Neither the Developer nor any Secondary Developer will construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(3) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(4) The Developer, or the applicable Secondary Developer pursuant to an Assignment and Assumption of Secondary Developer Obligations, will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the applicable Element.

Section 3.9. Encumbrance of the Development Property. Until the Termination Date, without the prior written consent of the City, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, construction and operation of the Project (including, but not limited to, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies), which may include without limitation regulatory agreements and land use restriction agreements in connection with such financings; provided, however, that nothing in this Section shall prohibit the Developer from making transfers in accordance with Section 5.3. The City hereby consents to any mortgages securing the financing or refinancing of the construction of the Project, including without limitation the West Development Loan, and to the succession of the mortgagee thereunder (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to title to the Development Property and to any other Permitted Encumbrances set forth in **Exhibit G**.

Section 3.10. Business Subsidy Act.

(1) The subsidy granted to the Developer pursuant to this Agreement for the housing elements of the Project is assistance for housing and therefore the provisions of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “Business Subsidy Act”) do not apply to the housing portion of the Project.

(2) In order to satisfy the provisions of the Business Subsidy Act with respect to the Project, the Developer acknowledges and agrees that the amount of the “Business Subsidy”

granted to the Developer under this Agreement for the Project is the Reimbursement Amount, which is approximately \$8,000,000, and that the Business Subsidy is needed because the construction of the Minimum Public Improvements of the Project is not economically feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to remove blight in the area in and around the Development Property, to put underutilized property to productive use, increase the tax base, and to provide community facilities and amenities envisioned as part of the Master Plan. After holding a public hearing on October 7, 2024, the City has determined that creation and retention of jobs is not a goal of the Project and consequently set the wage and job goals (the “Goals”) hereunder at zero.

(3) Because the Goals are set at zero, the Developer is not subject to the repayment provisions of the Business Subsidy Act.

(4) To the extent required by the Minnesota Department of Employment and Economic Development (“DEED”), within 30 days of a request from the City, the Developer agrees to provide any report required by DEED in accordance with the Business Subsidy Act; provided however that, because the Goals are set at zero, there is no progress toward achieving the Goals to report under Section 116J.994, Subdivision 7 of the Business Subsidies Act.

(5) The Developer agrees on behalf of itself and any permitted successors and assigns with respect to the Project to continue operations of each Element of the Project for at least five years after the date on which the City issues a certificate of occupancy with respect to such applicable Element of the Project, which shall be a term and condition in the applicable Assignment and Assumption of Secondary Developer Obligations.

Section 3.11. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of Eligible Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees. Section 3.11 terms and conditions shall be set forth in the applicable Assignment and Assumption of Secondary Developer Obligations.

Section 3.12. Review of Taxes.

(1) Prior to the Termination Date neither the Developer nor any Secondary Developer shall cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. Neither the Developer nor any Secondary Developer shall, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the

Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a “Tax Appeal”).

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property on or after the date that the Developer acquires PID # 21-31-23-24-0012 and a leasehold interest in the remainder of the Development Property under the Ground Lease, unless such tax is contested in good faith by the Developer.

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Minimum Public Improvements or the applicable Element or failure to complete the Minimum Public Improvements in accordance with the MDA and the applicable SIPA or obtain a certificate of occupancy for the applicable Element within 6 months of the dates set forth in Section 3.7.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under the MDA, each SIPA to which it is a party, the Shortfall Promissory Note or this Agreement.

(4) Any event of default under the East Developer TIF Agreement.

(5) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing after the applicable cure period, as specified below, the City may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the City that it is proceeding with due diligence

to cure such default, such 30 day cure period shall be extended for a period deemed reasonably necessary by the City to effect the cure, but in any event not to exceed 180 days:

(1) The City may suspend its performance under this Agreement until such default is cured or the City determines that it has received assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may terminate this Agreement.

(3) The City may withhold disbursement of the proceeds of the Abatement Bonds, if funds have not been disbursed, or declare the outstanding principal balance of and accrued interest on the Shortfall Promissory Note immediately due and payable.

(4) The City may take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement, the lenders providing construction or permanent financing for the Project, and the members of the Developer shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer and such cure shall be deemed a cure tendered by the Developer and shall be accepted or rejected on the same basis as if made or tendered by the Developer on its own behalf.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Indemnification of EDA and City.

(1) The Developer releases from and covenants and agrees that the City and the EDA, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to defend, indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City or contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the EDA or the City.

Section 4.6. Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement and the City or the EDA shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days reimburse the City and the EDA for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project in accordance with this Agreement.

Section 5.2. Reports. The Developer shall provide the City reports in a timely manner with such information about the Project as the City may reasonably request for purposes of satisfying any reporting requirements imposed by law on the City.

Section 5.3. Limitations on Transfer and Assignment.

(1) Except as provided in Sections 3.10 and 5.3(4), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement, or the Development Property, or any interest therein, without the express written approval of the City, which consent will not be unreasonably withheld, conditioned or delayed. The City shall, within 30 days after the later of (i) receipt of such written request for approval of a Transfer, and (ii) the satisfaction or waiver by the City of the conditions in Section 5.3(2) hereof, deliver a written statement to the Developer indicating whether the Transfer is approved or specifying the additional conditions to be satisfied in accordance with Section 5.3(2). The provisions of this Section 5.3 apply to all subsequent Transfers by authorized transferees;

(2) The City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, or the Development Property in connection therewith, which approval will not be unreasonably withheld, conditioned or delayed, that

(a) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed any of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject;

(c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer, and if approved by the City, its approval shall be indicated to the Developer in writing;

(d) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the purposes of the Abatement Act and this Agreement; and

(e) In the absence of a specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or the Shortfall Note or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the City, including fees of the City Attorney and outside counsel retained by the City to review the documents submitted to the City in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) subleasing parcels of the Development Property to Secondary Developers for construction of each Element subject to and in accordance with the Ground Lease, the MDA and an Assignment and Assumption of Secondary Developer Obligations, including a Land Sublease to BTC Fieldhouse LLC, a Land Sublease to BTC Event Stadium LLC, and Master Subleases to Orchard Hospitality LLC, (ii) entering into easements or other agreements necessary for the construction or operation of the Project, (iii) admitting or removing limited partners or transferring direct or indirect limited partner interests in the Developer in accordance with the applicable organizational documents, or (iv) entering into easements necessary for the Project.

(5) The Developer shall be relieved of its obligations under this Agreement and the Shortfall Note only to the extent such relief has been expressly approved in writing and such obligations have been expressly assumed in writing by an approved transferee under a Transfer permitted as provided herein.

Section 5.4. Conflicts of Interest. No member of the governing body or other official of the City or the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the City shall be personally liable to the Developer in the event of any default or breach by the City or successor or on any obligations under the terms of this Agreement.

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

Blaine Town Center West LLC
3020 France Avenue South
Minneapolis, MN 55416

Attn: Rob Bader

With a copy to: Winthrop & Weinstein
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: Erin Mathern

(a) in the case of the City is addressed to or delivered personally to the City at:

City of Blaine
10801 Town Square Drive NE
Blaine, MN, 55449
Attn: Manager

With a copy to: Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, MN 55082
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.10. Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. Early termination upon a written request from the Developer shall be in the City's sole discretion and upon a determination that such termination will not limit or interfere with the City's ability to pledge Tax Abatements generated by the Development Property to the payment of the Abatement Bonds. After the Termination Date, if requested by the Developer, the City will provide a termination certificate as to the Developer's obligations hereunder; provided that termination of this Agreement shall not terminate the Developer's obligations under the Shortfall Promissory Note until all amounts due thereunder have been paid in full.

Section 5.11. Provisions Surviving Rescission, Expiration or Termination. Sections 4.5, 4.6, 5.6, 5.9, 5.10, and 5.14 shall survive any rescission, termination or expiration of this

Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.12. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee thereof.

Section 5.13. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State, and the Developer agrees that all legal actions initiated by the Developer or the City with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

Section 5.14. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF BLAINE

By _____
Its Mayor

By _____
Its Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Mayor, and _____, the Manager, of CITY OF BLAINE, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This is a signature page to the West Infrastructure Abatement Assistance Agreement

BLAINE TOWN CENTER WEST LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Blaine Town Center West LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This is a signature page to the West Infrastructure Abatement Assistance Agreement

EXHIBIT A

DESCRIPTION OF ABATEMENT PARCELS

203123430012	263123320010	143123230003	223123230043	123123340051	103123420023	103123240084
203123120014	173123210013	103123310037	103123240082	223123230048	103123420048	103123240090
203123120012	173123210021	103123130062	103123420049	103123420022	163123140050	153123120030
203123430014	173123210022	103123430057	103123310025	103123240091	223123310021	103123420030
203123430013	233123110002	153123310017	113123330021	153123210003	153123210009	103123240063
203123420007	243123320007	103123240094	103123420046	223123320037	103123410102	103123240075
173123210018	243123320009	103123420021	103123420027	153123240033	123123120007	153123220063
203123120010	203123120022	233123330005	223123210046	103123310022	143123130011	103123240064
203123120023	263123310002	153123240039	103123240065	103123420038	103123130063	223123230044
203123120003	203123420011	103123240100	103123430077	153123240036	223123230042	103123420029
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203123420017	203123430010	143123120005	103123240083	103123420014	153123120023	103123420047
203123430017	173123210019	143123120004	103123240074	133123210085	103123310024	153123210033
263123310004	233123110009	153123120026	153123210008	103123420037	113123330013	103123440063
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203123120016	213123120040	103123420042	113123330020	103123420044	103123430079	103123430095
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203123120026	213123140010	103123240101	143123120006	153123310011	103123310026	223123230014
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233123440015	103123420039	103123420043	153123120033	153123120013	223123320039	223123320023

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The property located in the City of Blaine, Anoka County, Minnesota described as:

EXHIBIT C
FORM OF DISBURSING AGREEMENT

EXHIBIT D

PROJECT SOURCES AND USES

EXHIBIT E

CERTIFICATE OF COMPLETION OF PROJECT ELEMENT

_____, 20____

WHEREAS, the CITY OF BLAINE, a Minnesota municipal corporation (the “City”), and Blaine Town Center West LLC, a Minnesota limited liability company (the “Developer”), have entered into a West Infrastructure Abatement Assistance Agreement (the “Abatement Agreement”), dated October ___, 2024; and

WHEREAS, the Abatement Agreement requires the Developer to construct the [**Minimum Public Improvements**][**Element** __] (as that term is defined in the Abatement Agreement); and

WHEREAS, the Developer has constructed the [**Minimum Public Improvements**][**Element** __] in a manner deemed sufficient by the City to permit the execution of this certification in accordance with Section 3.8 of the Abatement Agreement; and

NOW, THEREFORE, this is to certify that the Developer has constructed the [**Minimum Public Improvements**][**Element** __] in accordance with the TIF.

The City has, as of the date and year first above written, set its hand hereon.

CITY OF BLAINE

By _____
Its Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, the Manager of the City of Blaine, a Minnesota municipal corporation,
on behalf of said City.

Notary Public

EXHIBIT F
PERMITTED ENCUMBRANCES

1. _____.

EXHIBIT G
SHORTFALL PROMISSORY NOTE

Date: October ___, 2024

Amount: [\$9,000,000]

FOR VALUE RECEIVED, the undersigned (the “Obligor”) promises to pay to the order of the **CITY OF BLAINE**, a Minnesota municipal corporation (the “City”), the principal sum of **[Nine Million] and no/100 Dollars (\$9,000,000)**, plus interest thereon at a rate equal to the rates of interest on the Abatement Bonds as defined in that certain West Infrastructure Abatement Assistance Agreement between Obligor and City dated the same date hereof (“Assistance Agreement”) on the dates (each a “Payment Due Date”) and in the amounts (each an “Installment”) set forth in the schedule attached as **Exhibit A** hereto; provided that no payment shall be due on any such date, and the scheduled Installment shall be deemed paid, if the City notifies the Obligor at least 10 days prior to a Payment Due Date that the following amount is sufficient to pay the Installment due on such Payment Due Date:

- (A) the Development Property Incremental Taxes received by the City since the previous Payment Due Date, plus
- (B) any remaining capitalized interest funded by the proceeds of the Abatement Bonds, plus
- (C) any portion of the \$300,000 Developer Annual Payment paid pursuant to section 3.3 of the MDA which is available to pay debt service on the Abatement Bonds, the 2024A Bonds and the Stadium Bonds (as those terms are defined below), less
- (D) the semiannual installment of debt service on the City’s General Obligation Tax Abatement Bonds, Series 2024A (and any bonds issued to refund such bonds) (the “2024A Bonds”), less
- (E) the semiannual installment of debt service on the City’s General Obligation Taxable Tax Abatement Bonds, issued in one or more series, at one time or from time to time (and any bonds issued to refund such bonds) (the “Stadium Bonds”) net of any loan repayments from the Developer or an affiliate under a loan agreement between the City and the Developer (or affiliate).

This Note evidences an obligation to repay indebtedness incurred to finance infrastructure construction costs for the Project described in the Assistance Agreement, the terms and conditions of which are incorporated herein.

Unless the context otherwise requires, any capitalized term used in this Note shall have the meaning set forth in the Assistance Agreement. All payments on this Note are to be in lawful money of the United States and delivered to the City at 10801 Town Square Drive NE, Blaine, MN, 55449, or at such other place as designated by the City.

1. Optional Prepayment of Principal. The Obligor may prepay all or a portion of the Installments of this Note on any Business Day (as defined in the Assistance Agreement) without penalty. Each prepayment shall be accompanied by a signed statement of the Obligor that the amount tendered therewith is a prepayment of this Note. All prepayments shall be first applied to

the payment of any amounts due under the Note or the Assistance Agreement then due and payable but unpaid and thereafter shall be applied to the prepayment of the accrued interest on this Note and finally to the principal balance of this Note.

2. Application of Payments. All payments of the Balance on this Note shall be recorded by the City in its records, which records shall be conclusive evidence of the subject matter thereof, absent manifest error.

Upon and during the continuance of an Event of Default under the Assistance Agreement, all payments subsequently received by the City from the Obligor shall be first applied to all unpaid fees and expenses due to the City from the Obligor under this Note and the Assistance Agreement and then to the payment of principal due on this Note.

3. Payment of Expenses; Other Payments. In the event that the principal of this Note or any other amount due hereunder shall not be paid when due (whether or not upon declaration of an Event of Default), the Obligor shall pay all costs of collection and enforcement of this Note, the Assistance Agreement, including, but not limited to, all reasonable attorneys' fees, court costs, and expenses incurred by the City in connection with such collection or the protection or enforcement of any rights or security interests under this Note or the Assistance Agreement, whether or not any lawsuit is ever filed. In addition, the Obligor shall pay all fees and expenses due under the Assistance Agreement, including, but not limited to, all fees and expenses of the City in administering, supplementing or amending the loan evidenced by this Note and the Assistance Agreement. All payments required pursuant to this Section shall be due and payable upon the Obligor's receipt of an invoice therefor from the City, and any unpaid amounts shall bear interest at a rate equal to the greater of the City's permanent financing interest rate at the time of refinance (August 1, 2027) or 4.00% per annum from the date an invoice is sent by the Obligor in accordance with Section 5.6 of the Assistance Agreement to the date of payment and shall be subject to the Default Rate and Late Charge provisions of this Note.

4. Default Rate; Late Charge. If a payment due hereunder is not made within 10 days after the date when due, the Obligor shall pay to the City a late payment charge of 5% of the amount of the overdue payment (the "Late Charge") to compensate the City for a portion of the cost related to handling the overdue payment. After an Event of Default, as defined in Section 8 herein, the entire principal sum evidenced by the Note shall, at the option of the holder hereof, bear interest during the existence of such Event of Default at a rate equal to the greater of the City's permanent financing interest rate at the time of refinance (August 1, 2027) or 4.00% per annum (the "Default Rate") and upon cure of such Event of Default at such rate of interest per annum which would otherwise be in effect hereunder. Failure to subsequently exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

5. Defaults. The occurrence of an Event of Default with respect to (and as defined in) the Assistance Agreement shall constitute an Event of Default under this Note.

6. Acceleration. The outstanding principal amount of this Note and all other amounts due hereon shall, at the option of the City, become immediately due and payable, upon the occurrence of an Event of Default, or at any time thereafter. Failure to exercise the option provided

herein shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent Event of Default.

7. Remedies. The remedies of the City with respect to this Note shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall occur. The City may, in its discretion, waive any default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the City shall be deemed a waiver of any of the City's rights or remedies unless the City specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No delay in exercising and no failure in exercising any right or remedy hereunder or afforded by law, whether on such occasion or any future occasion, nor shall such delay be construed as a waiver of any default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

8. Assignment. The obligations of the Obligor hereunder may not be assigned by the Obligor without the prior written consent thereto by the City determined in the sole discretion of the City.

9. Applicable Law and Venue. It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota and any litigation or proceedings shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

10. Waiver of Presentment. All parties now or hereafter liable with respect to this Note hereby waive presentment or other demand for payment, protest, notice of dishonor and all other notices of any kind.

11. TRIAL BY JURY. THE OBLIGOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY UNDER ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THIS NOTE.

12. Assistance Agreement. This Note is the "Shortfall Promissory Note" referred to in the Assistance Agreement, to which reference is made for a statement of the terms and provisions thereof.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of the date signed below.

BLAINE TOWN CENTER WEST LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Blaine Town Center West LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

Exhibit A to Promissory Note

[Insert Abatement Bond Debt Service Schedule]



City of Blaine

Staff Report

File Number: RES 24-175

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Resolution Granting a Conditional Use Permit for a Specialized Youth Training Facility (Fitness Center) in the Planned Business District (PBD) Zoning District at 11820 Ulysses Street NE. Next Level Athletes (Case File No. 24-0053/SLK)

Executive Summary

The applicant is requesting a Conditional Use Permit (CUP) to open a specialized youth training facility.

Background

Planning Commission Public Hearing	09/10/24
City Council (Conditional Use Permit)	10/07/24
Action Deadline	10/18/24

Staff report prepared by Shawn Kaye, Planner, and Teresa Barnes, Project Engineer

Executive Summary

Planning Analysis

The applicant is requesting a conditional use permit for a specialized youth athletic training facility. The facility will provide a training environment that emphasizes proper technique, physical development, and sportsmanship for young people. The facility will include areas dedicated to various forms of training, such as strength training, speed and agility drills, and sport-specific skill development. The business proposes to operate Monday-Saturday from 7AM-7PM

Surrounding Zoning and Uses

The parcels to the west and south are zoned R-1AA (Single Family Residential) and are developed with single-family homes to the west and a pond to the south. The property to the north is zoned Planned Business District (PBD) and is developed with a multi-tenant office/daycare building.

Existing Conditions

The existing building was approved in 2019 to allow office, medical and general retail uses.

Site Plan

The building is existing, and the proposed use will occupy approximately 4,500 square feet of the 14,000 square foot building.

Parking

A parking analysis has been provided for all uses occupying the building. The youth training facility requires 15 parking stalls at 1 parking stall for every 300 sf. The two other uses in the building are an existing hair salon and a chiropractic office. The salon requires 39 parking stalls and the chiropractic office requires 10 parking stalls, for a total of 64 stalls on site. The site has 90 parking stalls, therefore parking requirements are met.

Landscaping

No new landscaping is proposed or required.

Tree Preservation

No trees are being removed.

Engineering Analysis

Grading/Storm Drainage

The proposed project does not include any alterations to the existing grading or storm water drainage patterns on the property.

Utilities

The proposed development will utilize the existing utilities into the building. No new connections are proposed.

Standard water and sanitary sewer access charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.

Wetlands/Watershed/FEMA

There are no wetlands or FEMA flood plain on the existing site. A Coon Creek Watershed District review is not required.

Access/Street Design/Sidewalks/Trails

The development will utilize the existing access points to the existing parking area. No new access point will be granted. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

The developer will need to obtain any and all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

Conditional Use Permit

A city exercises "quasi-judicial" authority when considering a CUP application. This means the city's role is limited to applying the standards in the ordinance to the facts presented by the application. The city

acts like a judge in evaluating the facts against the standards.

Section 27.04 Criteria for granting conditional use permits:

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable. (Ord. No. 20-2447, 7-20-2020)

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
 - The use will not create an excessive burden on existing parks, schools or streets.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
 - The use is going into an existing retail building and adequate parking is being provided on site. Therefore, it is compatible with adjoining properties.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - The use is going into an existing building. The appearance will not change.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
 - The intent of the Planned Business District is to promote a planned environment for integrated industrial, office, commercial and multi-floor residential uses which feature design continuity and to encourage orderly development of property through conditional uses, since proposed uses may be traditionally considered incompatible or may present special problems in an environment of mixed uses. The proposal meets the intent.
6. The use shall not be in conflict with the comprehensive plan of the City.
 - The use is not in conflict with the comprehensive plan.
7. The use will not cause traffic hazards or congestion.
 - The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
 - The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

Attachment List:

Zoning and Location Map

Site Plan

Floor Plans (2)

Narrative

Parking Analysis

Resolution 19-135

Unapproved Planning Commission Minutes 9/10/24

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit. No one attended the public hearing. The meeting minutes are attached for reference.

Financial Impact

Not applicable

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes 091024



City of Blaine

Signature Copy

Resolution: RES 24-175

Resolution Granting a Conditional Use Permit for a Specialized Youth Training Facility (Fitness Center) in the Planned Business District (PBD) Zoning District at 11820 Ulysses Street NE. Next Level Athletes (Case File No. 24-0053/SLK)

WHEREAS, an application has been filed by NCO Plaza LLC as Conditional Use Permit Case File No. 24-0053 for Next Level Athletes; and

WHEREAS, said case involves the property described as follows:

Lot 5 Block 1 PREMIER BMC PARTNERS 2ND ADDITION

WHEREAS, the Blaine Planning Commission held a public hearing on September 10, 2024, and recommended approval regarding said Conditional Use Permit; and

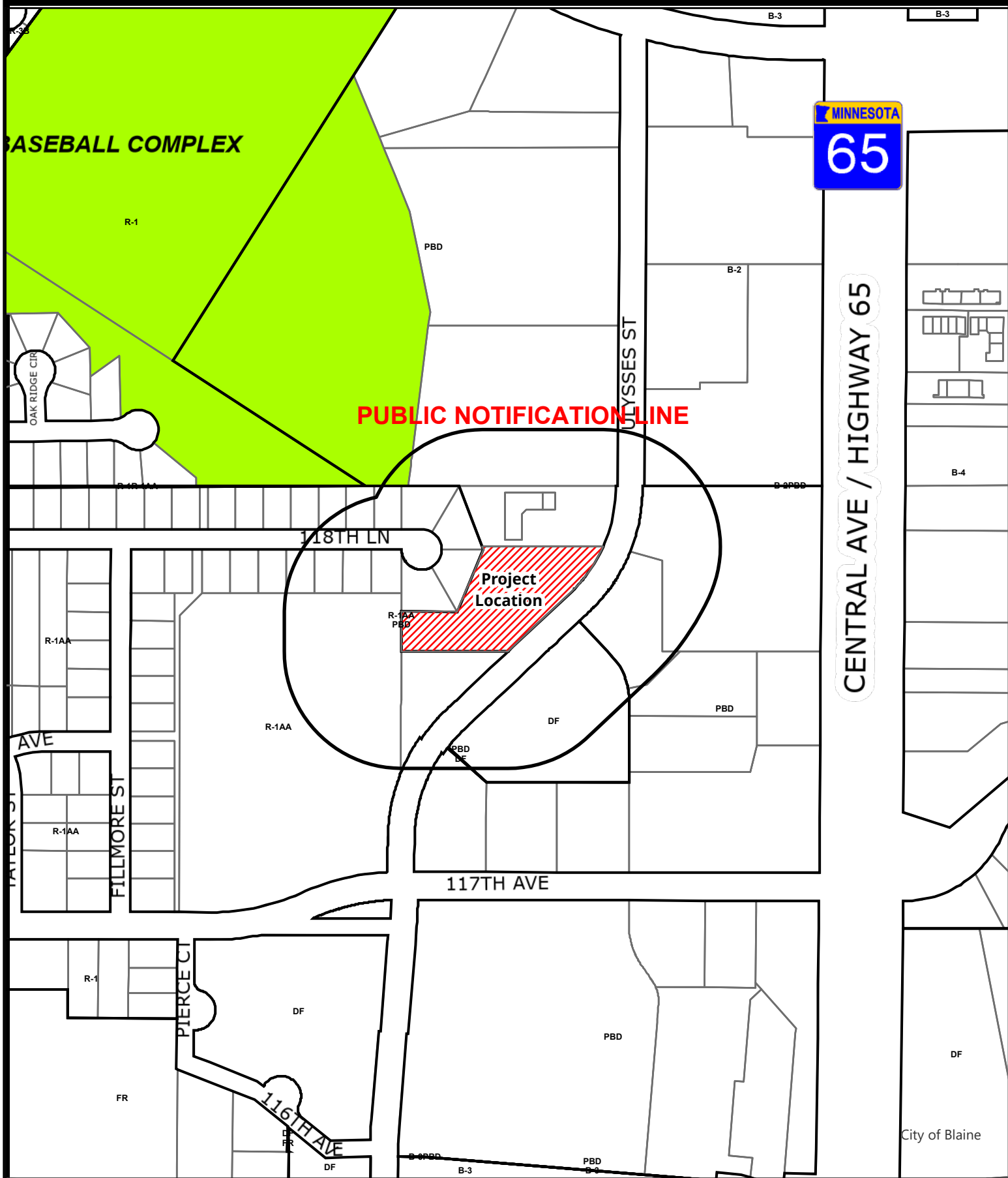
WHEREAS, the Blaine City Council has reviewed said case on October 7, 2024; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 30.50 and 27.04 of the Zoning Ordinance to allow a specialized youth training facility (fitness center) in the Planned Business District (PBD) zoning district with the following conditions:

1. A Certificate of Occupancy permit is required.
2. No activity/training permitted outside of the building.

PASSED by the City Council of the City of Blaine this 7th day of October, 2024.



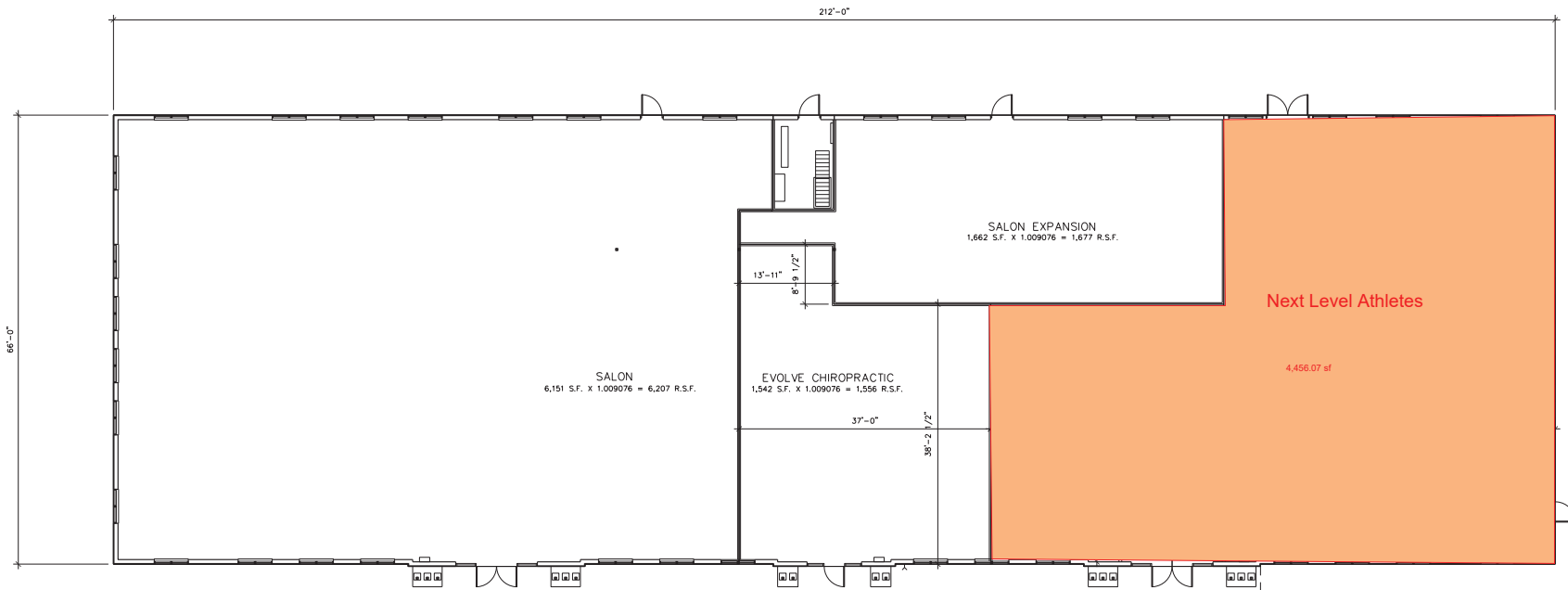
BlaineMN.gov

Case File No. 24-0053 Next Level Athletes

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180







1 FLOOR PLAN
A2

SCALE: 1/8" = 1'-0" 14,015 S.F.



COMMON AREA FACTOR
14,015/ 13,889 = 1.009072

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 763.757.1311 Fax: 763.757.2849
lampo@lampo-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY NOT FOR CONSTRUCTION
LEONARD LAMPERT
PROJ. NO. 190228
DATE

NORTH CENTRAL PLAZA

Blaine, Minnesota

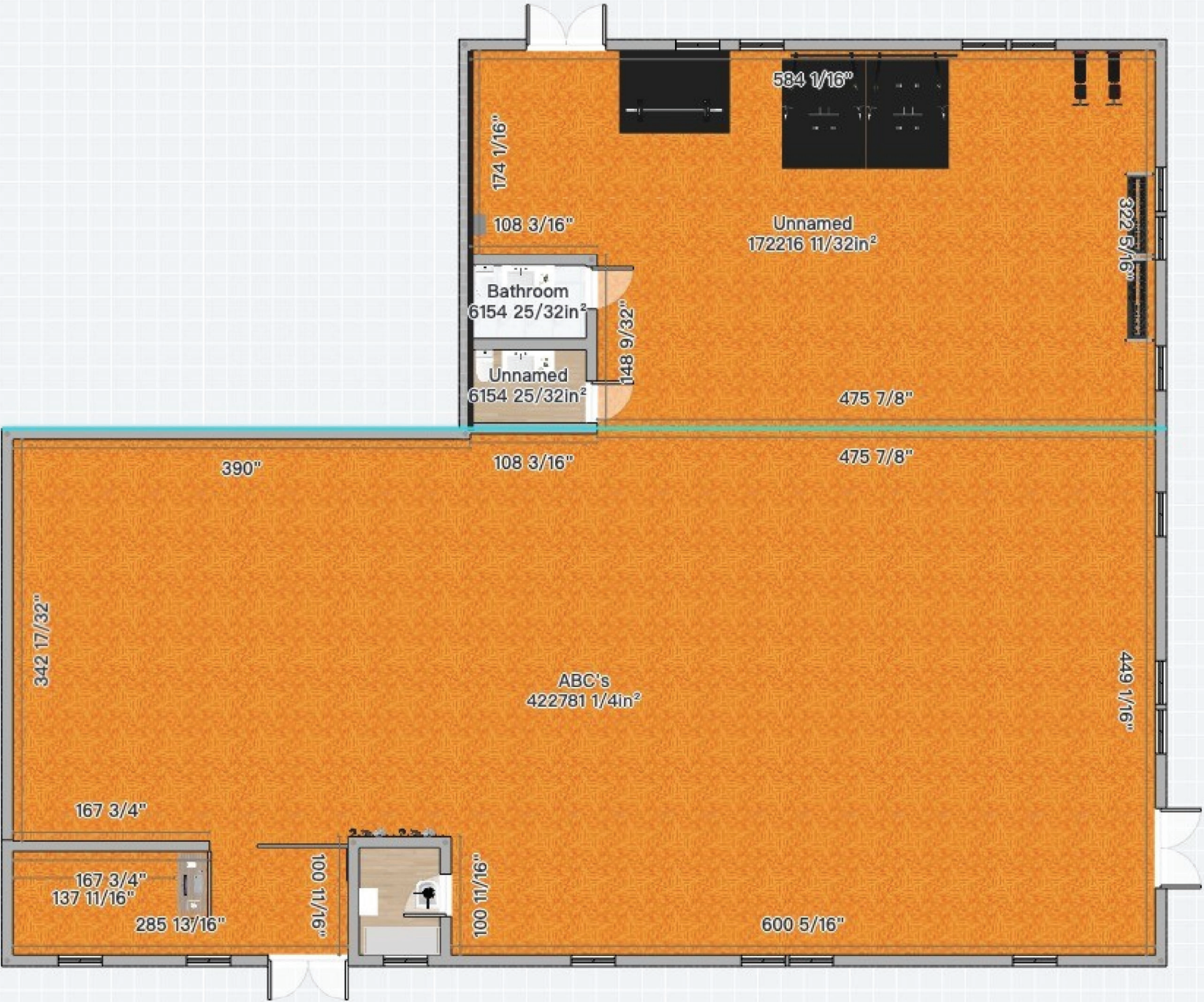
Copyright 2019
Leonard Lampert Architects Inc.
Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions

MASTER PLAN

Sheet Number

LH

Project No. 190228-4



Project Name: Next Level Athletes Athletic Complex
Location: 11820 Ulysses St NE, Blaine, MN 55434
Applicant: Next Level Athletes, Jon and Deanna Maring
Date: 8/13/2024

1) Introduction

Next Level Athletes respectfully submit this application for a Conditional Use Permit to develop and operate a youth-focused athletic facility. Our mission is to provide a training environment that emphasizes proper technique, physical development, and sportsmanship for youth of all ages. Next Level Athletes will operate Monday-Saturday from 7am-7pm.

2) Project Description and Facility Overview

The proposed facility will serve as a state-of-the-art training center designed to cater to athletes from the ages of 6 to 18. The complex will include areas dedicated to various forms of training, such as strength training, speed and agility drills, and sport-specific skill development.

- **Stage 1: Pre-Athlete Training (Ages 6-9)**
Focus on introducing proper exercise techniques and foundational movements in a safe, structured environment.
- **Stage 2: Middle School Athlete Training (Ages 10-13)**
Emphasis on developing strength, speed, and agility, with progressively more advanced exercises to prepare them for competitive sports.
- **Stage 3: High School Athlete Training (Ages 14+)**
Preparation for high-level competition through specialized training programs tailored to the demands of their specific sport.

3) Community Need

Blaine is a growing community without dedicated youth athletic training facility in the City of Blaine. The establishment of a facility like Next Level Athletes will meet a critical need. It will also provide a resource for all youth in the community to experience the benefits of physical activity.

4) Community Outreach

Feedback has been overwhelmingly positive, with strong support for the project's potential to enhance youth athletic development in Blaine.

5) Conclusion

Next Level Athletes is committed to creating a facility that serves as a cornerstone for youth athletic development in Blaine. The proposed athletic complex will provide significant benefits to the community, from improving youth health and fitness to contributing to the local economy. We respectfully request the approval of this Conditional Use Permit to allow us to move forward with this vital project.

Revision 1.2

Parking Analysis for 11820 Ulysses St NE, Blaine, MN

Building Overview:

- **Total Building Size:** Approx. 14,000 sq ft
- **Total Tenants:** 3 (including proposed Next Level Athletes)

Current Tenants:

1. Next Level Athletes (Proposed Business)

- **Business Type:** Youth Gym with exercise programs for children aged 5-18
- **Hours of Operation:** Monday - Saturday, 7 AM - 7 PM
- **Proposed Size:** Approx. 4,500 sq ft
- **Tenant 1 and Tenant 2 in attached floor plan**
- **Parking Requirement:** Youth gyms typically fall under the "recreational facility" category, requiring 1 parking space per 300 sq ft.
- **Estimated Parking Required:** 15 stalls

2. Salons by JC (Suite 100)

- **Business Type:** Salon Suites (multiple independent stylists and service providers)
- **Approx. Size:** 7885 sq ft
- **Parking Requirement:** As per Blaine Zoning Ordinance, salons require 1 parking space per 200 sq ft.
- **Estimated Parking Required:** 39 stalls

3. Evolve Chiropractic (Suite 140)

- **Business Type:** Chiropractic Care
- **Approx. Size:** 1556 sq ft
- **Parking Requirement:** Chiropractic care falls under "Medical and Dental Clinics," which require 1 parking space per 150 sq ft.
- **Estimated Parking Required:** 10 stalls

4. Vacant Property

- **There is no vacant property at this time**
- **Approx. Size:N/A**

Total Estimated Parking Needs:

- **Salons by JC:** 39 stalls
- **Evolve Chiropractic:** 10 stalls
- **Next Level Athletes:** 15 stalls
- **Total Required Parking:** 64 stalls
- **Total Available Parking:** 90 stalls

On-Site Parking Analysis Conclusion:

The site provides adequate parking to meet zoning requirements. There are approximately 90 parking stalls available on the property, which exceeds the required 64 stalls.

Attached: NLA Suite Floor Plan



City of Blaine
Anoka County, Minnesota
Signature Copy

Blaine City Hall
10801 Town Sq Dr NE
Blaine MN 55449

Resolution: RES 19-135

File Number: RES 19-135

**GRANTING A CONDITIONAL USE PERMIT TO ALLOW
CONSTRUCTION OF A 14,013 SQUARE FOOT OFFICE BUILDING
IN A PBD (PLANNED BUSINESS DISTRICT) ZONING DISTRICT
LOCATED AT 11820 ULYSSES STREET NE. NORTH CENTRAL
PLAZA. NORTH CENTRAL PROPERTIES, INC. (NOTTINGHAM
CONSTRUCTION) (CASE FILE NO. 19-0020/EES)**

WHEREAS, an application has been filed by North Central Properties, Inc.
(Nottingham Construction) as Conditional Use Permit Case File No. 19-0020; and

WHEREAS, a public hearing has been held by the Blaine Planning Commission on
August 13, 2019; and

WHEREAS, the Blaine Planning Commission recommends said Conditional Use
Permit be approved; and

WHEREAS, the Blaine City Council has reviewed said case on September 4,
2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Blaine that a Conditional Use Permit is hereby approved per section 31.30 of the
Zoning Ordinance to allow construction of a 14,013 square foot office building, with
office, medical and general retail uses in a PBD (Planned Business District) zoning
district based on the following conditions:

1. As the tenant spaces are filled, staff will monitor the uses to ensure that enough parking is provided on site. Medical uses require more parking than office and retail and therefore may be limited on the site.
2. The building must be constructed as submitted with this application, and the building construction must meet the requirements of the Highway 65 Overlay District.
3. The dumpster enclosure on the site must be constructed of the same materials as the building.
4. All lighting on site must be downlit and shielded to prevent glare or spill. Pole

mounted lighting is limited to 20-feet in height.

5. Signage is issued under a separate permit process. Temporary signage regulated under Zoning Ordinance Section 34.13. Permanent freestanding monument signage is limited to 14 feet in height and 140 square feet.
6. Site plan and grading plan approval is required prior to any work being performed on site and issuance of building permits.
7. The following landscaping is required on site to meet the Highway 65 Overlay District requirements:
 - a) Overstory Trees: 18
 - b) Conifer Trees: 10
 - c) Ornamental Trees: 10
 - d) Shrubs are also required
8. The plan must also meet oversizing requirements of the Highway 65 Overlay District, which states that 25% of the trees on site must be oversized. Overstory trees should be oversized to 3 inch caliper, conifer trees must be oversized to 8 feet in height and oversizing is not recommended for ornamental trees. The applicant should be aware that the 25% of the oversized trees do not count as extra trees towards the overall site requirements.
9. A Coon Creek Watershed District permit is required prior to city plan approval.
10. The applicant will need to install water services for domestic and fire suppression.
11. Screening on the western property line to include a 6 foot maintenance free fence and 8 foot conifer trees.
12. The proposed patio is limited to staff use and cannot be used as an outdoor dining space for customers.

PASSED by the City Council of the City of Blaine this 4th day of September, 2019.



Signed by

Tom Ryan
Tom Ryan, Mayor

Date

9-4-19

Attest by

Catherine Sorensen
Catherine Sorensen, CMC, City Clerk

Date

9-4-19



City of Blaine

Planning Commission

September 10, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, September 10, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Halpern, Homan, Olson, and Chair Goracke.

Members Absent: Commission Members Deonauth and Swanson.

Staff Present: Shawn Kaye, Planner
Shelia Sellman, City Planner

4. Public Hearing

- 4.1.** 2024-377 Case File No. 24-0053 // Next Level Athletes // 11820 Ulysses Street NE
The applicant is requesting a conditional use permit for a specialized youth training facility (fitness center) in the Planned Business District (PBD) zoning district.
Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 24-0053 was opened at 7:04PM.

John Maring, Next Level Athletes, thanked the commission for considering his request.

The public hearing was closed at 7:05PM.

Chair Goracke requested further information regarding Next Level Athletes.

Mr. Maring explained his training facility would focus on strength, agility and mobility for young athletes. He stated the core of his business would be to provide a facility for the

community that provides beginner baseline information on health and fitness. He noted this was his first facility after working in the IT world.

Chair Goracke questioned how many people would be working at this facility.

Mr. Maring anticipated he would have one or two employees, besides himself and his wife.

Commissioner Halpern questioned if a certified athletic trainer would be onsite.

Mr. Maring reported this would be the case.

Motion by Commissioner Olson to recommend approval of Planning Case 24-0053 based on the following conditions:

Case 24-0053:

- 1. A Certificate of Occupancy permit is required.**
- 2. No activity/training permitted outside of the building.**

Motion seconded by Commissioner Halpern. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the October 7, 2024 city council meeting.



City of Blaine

Staff Report

File Number: ORD 24-2566

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.2

Second Reading

Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine Development LLC (Case File No. 24-0054/SAS)

Executive Summary

The developer is proposing ordinance amendments to reflect the approved master plan.

Background

Planning Commission Public Hearing	09/10/24
City Council (1st Reading)	09/16/24
City Council (2nd Reading)	10/07/24
Action Deadline	10/28/24

Staff report prepared by Sheila Sellman, City Planner.

The development team for the 105th Redevelopment Project is requesting ordinance amendments to the 105th Avenue Redevelopment District (RD) to reflect the current approved master plan.

In 2022, the City created a new zoning district based on a redevelopment plan adopted by the Council. In 2023, a master developer was selected for the 105th Redevelopment area. In July 2024 a master plan was approved along with a final plat in August 2024. The master plan resolution identified the following uses:

- Food Halls
- Hotel with or without water park
- Indoor recreation
- Medical office

- Multi-family (7-story apartments)
- Outdoor recreation
- Parking ramp
- Restaurants
- Shared parking/access
- Stadium

The approved list of uses are currently permitted or conditional in the RD District, with the exception of medical office, which is not currently allowed.

The proposed amendments include additions of permitted uses, reduction in conditional uses and some modifications to development standards based on the approved master plan. Some modifications for consistency within the ordinance. Below is a summary of the changes; the full amendment is in the resolution, the resolution is what Planning Commission recommends. The attachment is what the applicant is requesting.

Changes in Permitted Uses:

- Add: Grocer in addition to Market.
- Add: Clinic to professional offices.
- Change: Class II restaurants from 3,000 square feet to 20,000 square feet.
- Add: Food hall under restaurants.
- Add: Hotel with or without banquet/convention space (currently in conditional uses).
- Add: Indoor recreation, not including fitness uses; keep outdoor in conditional uses.
- Add: Shared or off-site parking **within** the 105th Redevelopment Area.
- Add: Structured parking including parking ramps (moved from permitted).

Changes in Conditional Uses Include:

- Remove: Buildings over 50 feet in height.
- Move to permitted: Hotel with or without banquet/convention space.
- Add: Off-site parking **outside** of the 105th Redevelopment Area. (Moved shared or off site parking within the district to permitted).
- Add: Any signage not specifically permitted pursuant to Section 30.916 of the zoning code.

Changes in Residential Standards:

- Clarify: Building height which is a maximum of 150 feet the current code contradicts itself.
- Add: Shared parking as outlined in commercial. It was always intended for residential to have shared parking. This addition clarifies the requirements.

Changes in Commercial Standards:

- Remove: Buildings over 50 feet require a conditional use permit and remove the max of 150 feet.
- Remove: Conditional use permit language for shared parking.

- Language for off site parking outside of the 105th Redevelopment area.
- Lighting change pole height from 20 feet to 100 feet.

Strategic Plan Relationship

The 105th Redevelopment Area is an economic development strategic priority identified in the 2023-2026 strategic plan.

Board/Commission Review

The Planning Commission voted unanimously to approve the code amendments, with changes to what was presented.

The Commission recommends keeping buildings over 50 feet as a conditional use, lighting over 20 feet as a conditional use, and parking ramp as a conditional use. One person spoke at the public hearing urging the Commission to keep requirements the same. The resolution reflects the Planning Commission recommendation.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
2. Posted on the City website.

Staff Recommendation

By motion, approve the ordinance.

Attachment List

1. Amendment per applicant
2. Unapproved PC Minutes 091024



City of Blaine

Signature Copy

Ordinance: ORD 24-2566

Second Reading

Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine Development LLC (Case File No. 24-0054/SAS)

THE CITY OF BLAINE DOES ORDAIN: (Added portions are underscored and deleted portions are shown in overstrike.)

30.90 – 105th AVENUE REDEVELOPMENT DISTRICT (RD)

30.901 Definitions.

Professional office uses means those commercial activities that take place in office buildings, where goods are not produced, sold, or repaired, ~~does not include medical or clinics.~~

30.903 Development procedure.

(d) The district shall be governed by and maintained through an ~~owner's~~ association or under the terms of a reciprocal easement and maintenance agreement or similar document which will provide maintenance on sidewalks, private streets, landscaping, snow removal, trash removal and parking for the district.

(Ord. No. 22-2506, 7-18-2022)

30.904 Permitted uses.

(h) Market or grocer under 5,000 square feet.

(i) Multi-family residential.

(1) Multi-level multiple unit (apartments).

(2) Townhomes.

(j) Professional office ~~not including medical or clinics~~ or clinic.

(k) Restaurants.

(1) Class I.

(2) Class II under 20,000 ~~3,000~~ square feet without drive-thru.

(3) Food hall.

(l) Hotel with or without banquet/convention space.

(m) Indoor recreation, not including fitness uses.

(n) Shared or off-site parking within the 105 Redevelopment Area.

(Ord. No. 22-2506, 7-18-2022)

30.905 Conditional uses.

All land uses listed below shall be reviewed and approved pursuant to the conditional use permit

procedures in Section 27.04 of the zoning code.

(a) Brewer tap room as associated with and on the same site as a licensed brewery.

(b) Buildings over 50 feet in height.

~~(c)(b)~~ Farmers market.

~~(d)~~ Hotel with or without banquet/convention space.

~~(e)(c)~~ Outdoor recreation, such as a driving range, sports field, axe throwing, pickleball, minigolf, not including fitness uses. ~~Indoor/outdoor recreation, such as driving range, sports field, axe throwing, bowling, not including fitness uses.~~

~~(f)(d)~~ Licensed cocktail room with and on the same site as a licensed distillery/micro distillery or winery.

~~(g)(e)~~ More than one principal building on one lot.

~~(h)(f)~~ Outdoor seating/dining.

~~(i)(g)~~ Rooftop signage.

~~(j)(h)~~ Shared or off-site parking. Off-site parking outside of the 105 Redevelopment Area.

~~(k)(i)~~ Spa as defined in this ordinance.

(l) Structured parking including parking ramps.

~~(m)(j)~~ Taproom. (Ord. No. 22-2514, 12-19-2022)

~~(n)(k)~~ Drive-thru located on south of 105th Avenue NE, limit to one per parcel.

(l) Any signage not specifically permitted pursuant to Section 30.916 of the zoning code.

(Ord. No. 22-2506, 7-18-2022; Ord. No. 22-2514, 12-19-2022; Ord. No. 23-2527, 9-6-2023)

30.907 Residential standards.

~~(b) Building height is a minimum of two stories and a maximum of 150 feet in height. There shall be no height limitations, provided all All buildings are must be in compliance with Federal Aviation Administration regulations. Any building over 50 feet requires a conditional use permit, with a maximum height of 150 feet.~~

30.908 Residential parking.

(a) Minimum spaces required: 1.5 spaces per unit for multi-unit building minimum of one underground. Townhouse two garage spaces per unit.

(b) Parking areas shall have access to a public alley or street. Driveways shall be located to minimize interference with traffic movement. Parking will be reviewed as part of the site plan a parking analysis is required as part of the review.

(1) Surface parking.

(aa) Parking lots shall be located to the rear of the buildings, or side yards if a rear location is not feasible.

(bb) When parking areas abut the street, the sidewalk edge must be delineated with landscaping, architectural fencing (meeting design guidelines) or other decorative features.

(c) Shared parking.

(1) One or more residential buildings may provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each residential use should they provide them separately.

(2) The following are required for shared parking.

aa) The building or use for which off-street parking facilities will be provided by another building or use shall be located within 800 feet of such parking facilities.

(bb) There shall be demonstrated no substantial conflict in using shared facilities through a professional parking analysis.

(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the

land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.

(Ord. No. 22-2506, 7-18-2022)

30.910 Commercial standards.

(b) *Building height.* All buildings shall be in compliance with Federal Aviation Administration regulations. ~~Any building over 50 feet, with a maximum height of 150 feet, requires a conditional use permit.~~

30.911 Commercial parking.

(c) *Shared parking.*

~~(1) A conditional use permit may be granted for One or more businesses to may provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each business should they provide them separately.~~

(2) ~~Conditions~~ The following are required for shared parking.

(aa) ~~The building or use for which application is being made to utilize off-street parking facilities will be provided by another building or use shall be located within 800 feet of such parking facilities.~~

(bb) ~~The application shall demonstrate there is~~ There shall be demonstrated no substantial conflict in using shared facilities through a professional parking analysis.

(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.

(d) *Off-site parking.* Any off-site parking located outside of the 105 Redevelopment Area which is used to meet the requirements of this Section 30.911 below shall be a conditional use if the following conditions are met:

(1) Reasonable access from the off-site parking facilities to the use being served shall be provided.

(2) An agreement or lease shall be approved as part of the conditional use permit. The agreement/lease shall specify the total number and location of parking spaces under contract.

(e) The off-street parking requirements shall be established by the zoning administrator based upon the characteristics and functional similarities between uses including, but not limited to: the size of building, type of use, number of employees, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. For structures containing multiple uses, each shall be calculated separately. The requirements may be revised upward or downward by the city council as part of an application for a conditional use permit based on verifiable information pertaining to parking.

~~(1) Approved parking spaces must be located on the same lot as the principal use, unless shared parking or off-site parking is approved for the use.~~

30.915 District lighting.

Any lighting used to illuminate off-street parking and driving areas, signs, or structures shall, consist of downcast style fixtures with a concealed or shielded light source to prevent glare or spill to adjacent right-of-way or properties.

(a) Pole-mounted lighting shall not have pole heights exceeding 20 feet, anything over 20 feet requires a conditional use permit.

(b) No light or combination of lights, including illuminated signs, that cast light upon a public street shall exceed one foot-candle meter reading as measured at the edge of roadway. No light or combination of lights that cast light upon a residentially zoned property shall exceed .4 foot-candle

meter reading as measured at the residential property line. All measurements shall be made after dark at the property line or edge of roadway. The city may limit the hours of operation of outdoor lighting if it is deemed necessary by the city to reduce impacts on the surrounding neighborhood.

(c) Light fixtures shall be consistent with design guidelines or receive express approval from the City Zoning Administrator.

(Ord. No. 22-2506, 7-18-2022)

30.916 District signage.

(j) *Prohibited signage.*

(12) All other signs not expressly permitted by this section or approved through site plan review.

INTRODUCED and read in full this 16th day of September, 2024.

PASSED by the City Council of the City of Blaine this 7th day of October, 2024.

30.90 105th AVENUE REDEVELOPMENT DISTRICT (RD)

Amendments as proposed by the Applicant

30.901 Definitions.

Professional office uses means those commercial activities that take place in office buildings, where goods are not produced, sold, or repaired. ~~does not include medical or clinics.~~

30.903 Development procedure.

- (d) The district shall be governed by and maintained through an ~~owner's~~ association or under the terms of a reciprocal easement and maintenance agreement or similar document which will provide maintenance on sidewalks, private streets, landscaping, snow removal, trash removal and parking for the district.

(Ord. No. 22-2506, 7-18-2022)

30.904 Permitted uses.

- (a) Art galleries and studios.
- (b) Bakery.
- (c) Candy or ice cream shops.
- (d) Coffee shop.
- (e) Delicatessen stores.
- (f) Entertainment - such as live music.
- (g) General retail.
- (h) Market or grocer under 5,000 square feet.
- (i) Multi-family residential.
 - (1) Multi-level multiple unit (apartments).
 - (2) Townhomes.
- (j) Professional office ~~not including medical or clinics~~ or clinic.
- (k) Restaurants.
 - (1) Class I.
 - (2) Class II under 20,000 ~~3,000~~ square feet without drive-thru.
 - (3) Food hall.
- (l) Hotel with or without banquet/convention space.
- (m) Indoor recreation, not including fitness uses.
- (n) Shared or off-site parking within the 105th Redevelopment Area.

(o) Structured parking including parking ramps.

30.905 Conditional uses.

All land uses listed below shall be reviewed and approved pursuant to the conditional use permit procedures in Section 27.04 of the zoning code.

- (a) Brewer tap room as associated with and on the same site as a licensed brewery.
- (b) ~~Buildings over 50 feet in height.~~
- (c) Farmers market.
- (d) ~~Hotel with or without banquet/convention space.~~
- (e) ~~Outdoor recreation, such as a driving range, sports field, axe throwing, pickleball, minigolf, not including fitness uses. Indoor/outdoor recreation, such as driving range, sports field, axe throwing, bowling, not including fitness uses.~~
- (f) Licensed cocktail room with and on the same site as a licensed distillery/micro distillery or winery.
- (g) More than one principal building on one lot.
- (h) Outdoor seating/dining.
- (i) Rooftop signage.
- (j) ~~Shared or off-site parking. Off-site parking outside of the 105th Redevelopment Area.~~
- (k) Spa as defined in this ordinance.
- (l) ~~Structured parking including parking ramps.~~
- (m) Taproom. (Ord. No. 22-2514, 12-19-2022)
- (n) Drive-thru located on south of 105th Avenue NE, limit to one per parcel.
- (o) Any signage not specifically permitted pursuant to Section 30.916 of the zoning code.

(Ord. No. 22-2506, 7-18-2022; Ord. No. 22-2514, 12-19-2022; Ord. No. 23-2527, 9-6-2023)

30.907 Residential standards.

- (a) *Setbacks.* A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, or a combination of these elements. Exceptions may include: property is adjacent to a water feature, surface parking or other instances the city council deems appropriate.
- (b) Building height is a minimum of two stories and a maximum of 150 feet in height. ~~There shall be no height limitations, provided all~~ All buildings ~~are must be~~ in compliance with Federal Aviation Administration regulations. ~~Any building over 50 feet requires a conditional use permit, with a maximum height of 150 feet.~~

30.908 Residential parking.

- (a) Minimum spaces required: 1.5 spaces per unit for multi-unit building minimum of one underground. Townhouse two garage spaces per unit.

- (b) Parking areas shall have access to a public alley or street. Driveways shall be located to minimize interference with traffic movement. Parking will be reviewed as part of the site plan a parking analysis is required as part of the review.
 - (1) Surface parking.
 - (aa) Parking lots shall be located to the rear of the buildings, or side yards if a rear location is not feasible.
 - (bb) When parking areas abut the street, the sidewalk edge must be delineated with landscaping, architectural fencing (meeting design guidelines) or other decorative features.

(c) Shared parking.

(1) One or more residential or commercial buildings may provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each residential and / or commercial use should they provide them separately.

(2) The following are required for shared parking.

aa) The building or use for which off-street parking facilities will be provided by another building or use shall be located within 800 feet of such parking facilities.

(bb) There shall be demonstrated no substantial conflict in using shared facilities through a professional parking analysis.

(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.

(Ord. No. 22-2506, 7-18-2022)

30.910 Commercial standards.

- (a) *Setbacks.* A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, outdoor seating, or a combination of these elements. Exceptions may include: property is adjacent to a water feature, surface parking or other instances the city council deems appropriate.
- (b) *Building height.* All buildings shall be in compliance with Federal Aviation Administration regulations. ~~Any building over 50 feet, with a maximum height of 150 feet, requires a conditional use permit.~~

30.911 Commercial parking.

- (c) *Shared parking.*
 - (1) ~~A conditional use permit may be granted for~~ One or more businesses ~~to may~~ provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each business should they provide them separately.
 - (2) ~~Conditions~~ The following are required for shared parking.
 - (aa) The building or use for which ~~application is being made to utilize~~ off-street parking facilities will be provided by another building or use shall be located within 800 feet of such parking facilities.

- (bb) ~~The application shall demonstrate there is~~There shall be demonstrated no substantial conflict in using shared facilities through a professional parking analysis.
- (cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.
- (d) *Off-site parking.* Any ~~off-site~~ parking located outside of the 105th Redevelopment Area which is used to meet the requirements of this Section 30.911~~below~~ shall be ~~a conditional use~~ conditional use if the following conditions are met:
 - (1) Reasonable access from the off-site parking facilities to the use being served shall be provided.
 - (2) An agreement or lease shall be approved as part of the conditional use permit. The agreement/lease shall specify the total number and location of parking spaces under contract.
- (e) The off-street parking requirements shall be established by the zoning administrator based upon the characteristics and functional similarities between uses including, but not limited to: the size of building, type of use, number of employees, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. For structures containing multiple uses, each shall be calculated separately. The requirements may be revised upward or downward by the city council as part of an application for a conditional use permit based on verifiable information pertaining to parking.
 - (1) ~~Approved parking spaces must be located on the same lot as the principal use, unless shared parking or off-site parking is approved for the use.~~

30.915 District lighting.

Any lighting used to illuminate off-street parking and driving areas, signs, or structures shall, consist of downcast style fixtures with a concealed or shielded light source to prevent glare or spill to adjacent right-of-way or properties.

- (a) Pole-mounted lighting shall not have pole heights exceeding 20 feet, except for the stadium and golf concept shall not exceed 100 feet.
- (b) No light or combination of lights, including illuminated signs, that cast light upon a public street shall exceed one foot-candle meter reading as measured at the edge of roadway. No light or combination of lights that cast light upon a residentially zoned property shall exceed .4 foot-candle meter reading as measured at the residential property line. All measurements shall be made after dark at the property line or edge of roadway. The city may limit the hours of operation of outdoor lighting if it is deemed necessary by the city to reduce impacts on the surrounding neighborhood.
- (c) Light fixtures shall be consistent with design guidelines or receive express approval from the City Zoning Administrator.

(Ord. No. 22-2506, 7-18-2022)

30.916 District signage.

(j) *Prohibited signage.*

- (1) Signs that, by reason of position, shape or color, would interfere with the proper function of a traffic sign or signal.
- (2) Signs within a public right-of-way, except for signs installed by governmental subdivisions.
- (3) Signs within an easement, except for signs installed by governmental subdivisions or approved by the holder of the easement.
- (4) Signs that resemble any official marker erected by a governmental agency or that displays such words as "Stop" or "Danger", which are not erected by legal authority.
- (5) Flashing signs, including indoor signs, which are visible from the public streets.
- (6) With the exception of search lights, which may be approved in conjunction with an administrative permit as provided in Section 34.13 of this ordinance, no rotating beam, beacon of flashing illumination shall be used in conjunction with any display.
- (7) Sign or sign structures that obstruct any window, door, fire escape, stairway or opening intended to provide ingress or egress for any building structure.
- (8) Banners, balloons, and stringers, unless approved in conjunction with an administrative permit, as provided in Section 34.13 of city code.
- (9) Sign posters, that are tacked or posted on trees, fences, utility posts, or other such supports.
- (10) Portable signs with the exception of sandwich boards.
- (11) Billboards.
- (12) All other signs not expressly permitted by this section or approved through site plan review.
- (13) Signs placed on or affixed to vehicles and/or trailers which are parked on a public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property.
- (14) Signs which have become rotted, unsafe or unsightly.
- (15) Signs for citywide community events, sponsored by government or non-profit organizations unless approved in conjunction with an administrative permit, as provided in Section 34.13 of city code.

- (k) Other signage may be considered if meeting the design guidelines and are approved as part of the site plan.

(Ord. No. 22-2506, 7-18-2022)



City of Blaine

Planning Commission

September 10, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, September 10, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Halpern, Homan, Olson, and Chair Goracke.

Members Absent: Commission Members Deonauth and Swanson.

Staff Present: Shawn Kaye, Planner
Shelia Sellman, City Planner

4. Public Hearing

- 4.2.** 2024-387 Case File No. 24-0054 // EB Blaine Development LLC
The applicant is requesting amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD).
Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 24-0054 was opened at 7:14PM.

Will O'Keefe, Bader Development, stated he was available to answer questions.

Chair Goracke commented on how the lighting height was moved from 20 feet to 100 feet. He asked if 100 foot lighting was allowed anywhere else in Blaine.

City Planner Sellman explained the NSC lights at the sports center are taller than 100 feet.

Commissioner Halpern asked if the 100 foot lighting was for a golf range or other amenity.

Mr. O'Keefe stated the request as a whole would align the district ordinance with what has been approved to date by the Council, which included a stadium and golf range.

Commissioner Olson reported she supported keeping the ordinance as is because the commission could then review future requests under the conditional use permit process.

City Planner Sellman explained the stadium and lighting over 50 feet are a conditional use currently. She indicated the proposed changes would clean up the language for the overall development.

Mr. O'Keefe stated the request was being made to align with what has already been approved by the city council.

Commissioner Olson expressed concern with if this ordinance amendment were approved, 100 foot lights would be allowed in the entire 105th Avenue Redevelopment District. She recommended this not move forward as it would set a precedent. She suggested lighting requests over 50 feet be considered on a case by case basis.

Commissioner Halpern stated he agreed with Commissioner Olson and recommended the lighting language remain as is. He did not support opening the city up for increased lighting height throughout the entire redevelopment district.

Mr. O'Keefe commented he heard what the commission was saying, but noted at the same time, if he were to bring a use forward that was not on the permitted list, he could not do it or a CUP would be required.

Commissioner Olson stated because this development was new and applications would be brought to the city, she supported each application being fully reviewed by the planning commission and city council versus having the uses permitted.

Chair Goracke asked if this ordinance were passed, would the city lose its management control over 100 foot lights.

City Planner Sellman explained at this time, light height was limited to 20 feet and if the proposed language were approved, any project within the redevelopment district could have 100 foot lights.

Commissioner Olson indicated she appreciated many of the language changes within the ordinance but noted she did not support the language changes regarding building height, lighting height or parking structures. She recommended these items remain conditional uses so each request could be considered and discussed by the planning commission and city council.

Mark Berger, owner of Mark's Welding, expressed concern that Blaine could have three 100 foot parking structures and 100 foot lights throughout the district. He recommended the city keep control over these issues.

The public hearing was closed at 7:28PM.

Mr. O'Keefe commented there are uses that have been approved by the city council and he stated he was simply trying to align city code with what has already been approved. He explained if the lighting and building height language were removed from the ordinance it would be a hurdle for him when he speaks to lenders.

Chair Goracke asked if the ordinance should be approved as is, with a recommendation for the city council to remove the lighting language, or should the planning commission remove the lighting language.

City Planner Sellman recommended the planning commission make a recommendation with the language change to the ordinance.

Motion by Commissioner Olson to recommend approval of Planning Case 24-0054 recommending approval of amendments to the City of Blaine Zoning Code Section 30.90 -105th Avenue Redevelopment District (RD) as outlined in the draft ordinance, requiring parking structures to be a conditional use, that buildings over 50 feet be a conditional use, and that lighting height remain at 20 feet and anything over 20 feet be a conditional use. Motion seconded by Commissioner Gorzycki. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the September 16, 2024 city council meeting.



City of Blaine

Staff Report

File Number: ORD 24-2565

Agenda Date	Status
October 7, 2024	
In Control	File Type
City Council	Ordinance

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.1

Second Reading
Ordinance Approving the Sale of 2043 105th Avenue NE

Executive Summary

Background

The City of Blaine acquired the property at 2043 105th Avenue NE on August 9, 2024. The Blaine Economic Development Authority (EDA) has acquired property within the 105th Redevelopment Area dating back to 2016. However, due to the funding source, this purchase was made by the City of Blaine. The developer is seeking to acquire all property within the 105th Redevelopment Area owned by the City and EDA in October 2024 to facilitate private bank financing for infrastructure related to the redevelopment. The City of Blaine acquired the subject property for \$3,988,200. The methodology used to determine a purchase price was based on the price per square foot for existing industrial buildings/property.

An appraisal, paid for by the City, was completed for the entire area to be acquired by the developer, including City and EDA property. The appraisal valued the land as vacant, commercial value. The appraisal identified a value of \$11 per square foot of land. The developer will be acquiring a total of 973,130 square feet of land. This equates to an overall purchase price of \$10,704,430.

A purchase agreement is currently being drafted that encompasses both the City and EDA-owned property. The purchase agreement identifies a targeted closing date for the week of October 7, 2024. The buyer is Blaine Town Center East, LLC, which is the master developer. The total purchase price is \$10,704,430. The purchase price allows for the City to be reimbursed for the \$3,988,200 expenditure. The City Charter identifies the process for the City to sell property. It states that city property shall only be sold by ordinance. As such, two readings are required.

The EDA approved the sale of property at their meeting on Monday, September 16.

Strategic Plan Relationship

The 105th Redevelopment Area has been identified in the strategic plan.

Board/Commission Review

Not applicable.

Financial Impact

The overall purchase price is \$10,704,430. When the City acquired 2043 105th Avenue, city funds were utilized with the intention that the City would be reimbursed. The sale provides funds to reimburse the City for the expenditure.

Public Outreach/Input

No public hearing is required for the sale of city-owned property.

Staff Recommendation

By motion, approve the ordinance.

Attachment List

1. 105th Redevelopment Purchase Agreement



City of Blaine

Signature Copy

Ordinance: ORD 24-2565

Second Reading

Ordinance Approving the Sale of 2043 105th Avenue NE

WHEREAS, the City of Blaine acquired 2043 105th Avenue on August 9, 2024; and

WHEREAS, the master developer of the 105th Avenue Redevelopment Project desires to acquire land owned by the City of Blaine and Blaine Economic Development Authority; and

WHEREAS, a purchase agreement has been prepared identifying certain terms and conditions of the sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine hereby approves the sale of 2043 105th Avenue in accordance with the terms of the purchase agreement and hereby authorizes the mayor and city manager to authorize necessary documents related to the sale.

INTRODUCED and read in full this 16th day of September, 2024.

PASSED by the City Council of the City of Blaine this 7th day of October, 2024.

105th REDEVELOPMENT

PURCHASE AGREEMENT

BETWEEN

THE CITY OF BLAINE

AND

**THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE,
MINNESOTA**

AND

BLAINE TOWN CENTER EAST LLC

Dated: September __, 2024

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made, entered into and effective as of this ____ day of September, 2024 (the “Effective Date”), by and between the CITY OF BLAINE, a body politic and corporate under the laws of the State of Minnesota (the “City”), the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority” and collectively with the City, each individually and both collectively, as the context requires, “Seller”), and BLAINE TOWN CENTER EAST LLC, a Minnesota limited liability company, its successors / assigns (“Buyer”). Collectively, the City, the Authority, and Buyer may be referred to as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the City has appointed Buyer’s affiliate, Blaine Town Center West LLC, a Minnesota limited liability company (“Master Developer”), as the “Master Developer” for the redevelopment of an area located at the northwest corner of 105th Avenue and Radisson Road NE in Blaine, Minnesota known as the “105th Redevelopment District,” in furtherance of the 105th Redevelopment project as envisioned in the Blaine Town Center Master Plan, dated May 27, 2022, as a mixed-use development (the “Development”);

WHEREAS, Seller is the owner of certain tracts of land located in the City of Blaine, Minnesota that are legally described on the attached Exhibit A-1, together with all improvements located thereon and appurtenances thereto (the “Acquired Properties”), which will make up a portion of the Development;

WHEREAS, the Authority is in the process of acquiring certain tracts of land located in the City of Blaine, Minnesota that are legally described on the attached Exhibit A-2, together with all improvements located thereon and appurtenances thereto (the “To-Be-Acquired Properties” and together with the Acquired Properties, the “Property”), which will make up a portion of the Development;

WHEREAS, in furtherance of the Development, the City, the Authority and Master Developer have entered into the Master Development Agreement dated as of _____ (the “Master Development Agreement”), pursuant to which the City agreed, through the issuance of bond financing, to cause certain site work to be completed in order to prepare the Property for construction of Master Developer’s or its permitted secondary developers’ planned vertical development;

WHEREAS, pursuant to the terms and conditions of the Master Development Agreement, Seller has granted to Master Developer or its permitted assigns, which includes Buyer, the exclusive option to purchase the Property;

WHEREAS, Master Developer, on behalf of Buyer, has provided Seller with proper written notice of the election to exercise the option to purchase the Property; and

WHEREAS, in consideration of the aforesaid and Seller's willingness to sell the Property to Buyer for the purchase price set forth below, Buyer hereby agrees to purchase the Property pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the recitals, the covenants of the parties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. (DEFINITIONS)

“Access Agreement” means the Access Agreement entered into by and between Seller and Master Developer.

“Acquired Properties” has the meaning set forth in the Recitals.

“Affiliate” means a corporation, partnership, limited liability company, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with Buyer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a general partnership or managing member interest.

“Authority” has the meaning set forth in the Preamble.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Bring-Down Certificate” has the meaning set forth in Section II.E.1.a.

“Buyer’s Contingencies” has the meaning set forth in Section II.D.

“Buyer’s Initial Closing Documents” has the meaning set forth in Section III.C.

“Buyer’s Subsequent Closing Documents” has the meaning set forth in Section III.E.

“City” has the meaning set forth in the Preamble.

“Closing” has the meaning set forth in Section III.A.

“Commence” means that Buyer has obtained the permits for the commencement of the Minimum Improvements.

“Development” has the meaning set forth in the Recitals.

“EDA Note” has the meaning set forth in Section II.B

“Hazardous Material(s)” means any substance, chemical, waste, contaminant, pollutant or other material that is or becomes regulated by any federal, state, or local governmental authority because

of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, including, without limitation, those substances regulated by the Hazardous Waste Laws.

“Hazardous Waste Laws” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. § 7401 et seq.; or any other applicable federal, state, local or other governmental statute, regulation, law or ordinance related to pollution or the release into the environment or disposal of solid or hazardous waste or hazardous substances.

“Initial Closing Date” has the meaning set forth in Section III.A.1.

“Master Development Agreement” has the meaning set forth in the Recitals.

“Minimum Improvements” means the Base Public Infrastructure (as that term is defined in the Master Development Agreement) within the Property.

“Outside Closing Date” has the meaning set forth in Section III.A.2.

“Permitted Encumbrances” means the permitted encumbrances set forth on Exhibit B to the Quit Claim Deed attached hereto, including any deemed permitted encumbrances in accordance with the terms of this Agreement.

“Property” has the meaning set forth in the Recitals.

“Purchase Price” has the meaning set forth in Section II.B.

“Seller” has the meaning set forth in the Preamble.

“Seller Bring-Down Certificate” has the meaning set forth in Section II.D.1.a.

“Seller’s Contingencies” has the meaning set forth in Section II.D.

“Seller Cure Notice” has the meaning set forth in Section II.D.1.c.

“Seller Documents” has the meaning set forth in Section II.B.

“Seller’s Initial Closing Documents” has the meaning set forth in Section III.B.

“Seller’s Subsequent Closing Documents” has the meaning set forth in Section III.D.

“Subsequent Closing Date” has the meaning set forth in Section III.A.2.

“Title Commitment” means a commitment for policies of owner’s and lender’s title insurance issued by the Title Company currently certified to include proper searches covering bankruptcies, state and federal judgments and tax liens, real estate taxes, levied and pending special assessments,

and other matters customarily provided for in commercial property title insurance commitments, committing to insure marketable fee simple title to the Property (or applicable portion thereof) in Buyer.

“Title Company” means All American Title Company, LLC.

“Title Evidence” means the Title Commitment and Survey with respect to the applicable portion of the Property.

“Title Objections” has the meaning set forth in Section II.D.1.c.

“To-Be-Acquired Properties” has the meaning set forth in the Recitals.

“Unavoidable Delays” means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, lockouts, other labor troubles (including labor shortages), unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, epidemics, pandemics, or similar disease outbreaks (including COVID-19), fire or other casualty to the Development, unusually long delays in the granting municipal approvals, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II. (PRE-CLOSING; CONTINGENCIES)

A. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property, subject to all the terms and conditions of this Agreement.

B. **Purchase Price.**

1. **Total Purchase Price.** The Total Purchase Price for the Acquired and To-Be-Acquired Property to be paid by Buyer to Seller is \$10,704,430.00 (the “Total Purchase Price”) payable as follows:

- a. \$3,988,200.00 shall be paid by the Buyer to the City, by cash, at the Closing;
- b. \$3,704,430.00 shall be paid by the Buyer to the EDA by delivery of a promissory note (the “EDA Note”) by the Buyer in favor of the EDA on the following terms: (i) an annual interest rate equal to the interest rate under the terms of the City’s Taxable General Obligation Temporary Tax Increment Bonds, Series 2024c, (ii) amortization of principal over 15 years, (iii) a first payment due on the date that is four (4) years following the date of the EDA Note, and (iv) a balloon payment on the date that is seven (7) years following the date of the EDA Note. The EDA Note shall be unsecured until such time

as the EDA acquires the To-Be-Acquired Properties at which time the EDA may elect to require a subordinate mortgage against the To-Be-Acquired Properties from the Buyer in favor of the EDA securing any amounts due and owing under the terms of the EDA Note; and

- c. \$3,011,800 as consideration for the To-Be-Acquired Properties payable as follows: \$1.00 by the Buyer to the EDA at the Closing of the purchase and sale of the To-Be-Acquired Properties. The Buyer shall also be required to pay the applicable, reasonable closing costs associated with such Closing. And the remaining \$3,011,799 as a contribution by the EDA to public infrastructure costs in the West District area of the Development to be located on property controlled by the EDA or the City.

- 2. Purchase Price Determination. The Total Purchase Price is determined to be fair and appropriate, as set forth in II.B.1 and subject to any adjustments as set forth in this Agreement, and is based on the City's appraisal dated September 6, 2024, and best serves the advancement of the Development. The actual square feet per lot will not be known until the Development has been platted, and the date upon which the Acquired Properties and the To-Be-Acquired Properties will be considered "shovel-ready" has been estimated but is not known for certain. Regardless, the Parties have agreed on the Total Purchase Price set forth above, subject to adjustments as provided herein. Buyer agrees that the Total Purchase Price reflects Buyer's future dedication or conveyance of public right-of-ways, public utilities, and other public easements, as applicable, to the City as provided in the Master Development Agreement and Buyer neither expects nor will receive additional compensation from the City or EDA for the dedication or conveyance of those property interests to either the City or EDA.

C. **Due Diligence Review.**

- 1. Seller Documents. Within five (5) business days of the Effective Date, if not previously provided by Seller to Buyer, Seller shall provide Buyer with copies of the following documents, provided such documents are within Seller's possession or reasonable control (collectively, the "Seller Documents"):
 - a. any existing surveys of the Property or portions thereof;
 - b. any approvals, denials, requirements, compliance, restrictions, or the like from, by, or with governmental or quasi-governmental authorities relating to the Property or portions thereof;
 - c. any reports of investigations carried out with respect to the environmental condition of the Property or portions thereof;
 - d. copies of all documents or reports relating to the status of title to the Property or the physical condition of the Property or portions thereof.

2. Survey. At Buyer's expense, Buyer may obtain a new or updated survey (the "Survey") and Seller will cooperate and assist Buyer.
 3. Title. Buyer is taking title to the Property "as is" and "with all faults" subject to the terms and conditions of this Agreement.
 4. Access and Physical Inspection. Seller will allow Buyer and each of their agents to access the Property, without charge and at all reasonable times, for the purpose of conducting physical inspections, testing and investigations in accordance with the Access Agreement.
- D. **Buyer's Contingencies**. The obligation of Buyer to close on the purchase of the Property is contingent upon each of the following (the "Buyer's Contingencies") being satisfied or waived by Buyer during the time period set forth below:
1. Initial Closing Date. On or before the Initial Closing Date:
 - a. Representations and Warranties. Seller's and the City's, if applicable, representations and warranties contained in this Agreement and the Master Development Agreement with respect to the Acquired Properties must be accurate in all material respects now and on the Initial Closing Date as if made on the Initial Closing Date and Seller shall have delivered to Buyer at Closing a certificate (the "Seller Bring-Down Certificate") dated the Initial Closing Date certifying that such representations and warranties are true as of the Initial Closing Date.
 - b. Due Diligence. Buyer shall be satisfied, in its sole discretion, with the condition of the Acquired Properties and any of the Seller Documents relating thereto. Nothing herein shall waive Buyer's rights as set forth in Section IV.A below.
 - c. Title and Survey. Buyer shall be allowed to review the Title Evidence with respect to the Acquired Properties and make objections thereto (collectively, the "Title Objections") that in Buyer's reasonable judgment constitute a material title issue adverse to the 105th Redevelopment per the Master Development Agreement, provided that said Title Objections shall be made in writing within ten (10) days of receipt of the last of the Title Evidence with respect to the Acquired Properties or else deemed to be waived and therefore, "Permitted Encumbrances" with respect to the Acquired Properties.
 - d. Seller's Performance. Seller shall have performed all of its covenants, duties, and obligations under this Agreement, including but not limited to the obligations with respect to Section II.H below.

If any contingency under this Section II.D.1 has not been satisfied or waived by Buyer on or before the Initial Closing Date, then Buyer may either (i) extend the Initial Closing Date, or (ii) terminate this Agreement by a notice of termination given to Seller on or before the

Initial Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Seller, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

2. Subsequent Closing Date. On or before the applicable Subsequent Closing Date:

- a. Representations and Warranties. Seller's representations and warranties contained in this Agreement and the Master Development Agreement with respect to the applicable To-Be-Acquired Properties must be accurate in all material respects now and on the applicable Subsequent Closing Date as if made on the applicable Subsequent Closing Date and Seller shall have delivered to Buyer at Closing the Seller Bring-Down Certificate dated the applicable Subsequent Closing Date certifying that such representations and warranties are true as of the applicable Subsequent Closing Date.
- b. Title and Survey. Buyer shall be allowed to review the Title Evidence with respect to the To-Be-Acquired Properties and make objections thereto (collectively, the "Title Objections") that in Buyer's reasonable judgment constitute a material title issue adverse to the 105th Redevelopment per the Master Development Agreement, provided that said Title Objections shall be made in writing within ten (10) days of receipt of the last of the Title Evidence with respect to the To-Be-Acquired Properties or else deemed to be waived and therefore, "Permitted Encumbrances" with respect to the To-Be-Acquired Properties. Notwithstanding the foregoing, any encumbrances disclosed on the Title Evidence prior to the Initial Closing Date shall be deemed Permitted Encumbrances, and Buyer shall not have the right to object to the same.
- c. Seller's Performance. Seller shall have performed all of its covenants, duties, and obligations under this Agreement, including but not limited to the obligations with respect to Section II.H below.

If any contingency under this Section II.D.2 has not been satisfied or waived by Buyer on or before the applicable Subsequent Closing Date, then Buyer may either (i) extend the applicable Subsequent Closing Date, or (ii) terminate this Agreement with respect to the To-Be-Acquired Properties by a notice of termination given to Seller on or before the applicable Subsequent Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Seller, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement with respect to the applicable To-Be-Acquired Properties.

E. Seller's Contingencies. The obligation of Seller to close on the sale of the Property is contingent upon the following ("Seller's Contingencies") being satisfied or waived by Seller during the time period set forth below:

1. Initial Closing Date. On or before the Initial Closing Date:

- a. Representations and Warranties. Buyer's representations and warranties contained in this Agreement and the Master Development Agreement with respect to the Acquired Properties must be accurate in all material respects now and on the Initial Closing Date as if made on the Initial Closing Date and Buyer shall have delivered to Seller at Closing a certificate (the "Buyer Bring-Down Certificate") dated the Initial Closing Date certifying that such representations and warranties are true as of the Initial Closing Date.
- b. Buyer's Performance. Buyer shall have performed all of its covenants, duties, and obligations under this Agreement.

If any contingency under this Section II.E.1 has not been satisfied or waived by Seller on or before the Initial Closing Date, then Seller may either (i) extend the Initial Closing Date, or (ii) terminate this Agreement by a notice of termination given to Buyer on or before the Initial Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Buyer, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

2. Subsequent Closing Date. On or before the applicable Subsequent Closing Date:

- a. Representations and Warranties. Buyer's representations and warranties contained in this Agreement and the Master Development Agreement with respect to the Acquired Properties must be accurate in all material respects now and on the Initial Closing Date as if made on the Initial Closing Date and Buyer shall have delivered to Seller at Closing a certificate (the "Buyer Bring-Down Certificate") dated the Initial Closing Date certifying that such representations and warranties are true as of the Initial Closing Date.
- b. Buyer's Performance. Buyer shall have performed all of its covenants, duties, and obligations under this Agreement.

If any contingency under this Section II.E.2 has not been satisfied or waived by Seller on or before the applicable Subsequent Closing Date, then Seller may either (i) extend the applicable Subsequent Closing Date, or (ii) terminate this Agreement by a notice of termination given to Buyer on or before the applicable Subsequent Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Buyer, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement with respect to the applicable To-Be-Acquired Properties.

F. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section II.F are true, correct and complete as of the Effective Date of this Agreement or as otherwise provided.

1. Authority. Buyer represents and warrants to Seller that Buyer has the full power and authority to enter into this Agreement and will have the full power and authority to purchase the Property, to execute, deliver and perform its obligations and to enter into and consummate the transaction contemplated by this Agreement; will have

duly authorized the execution, delivery and performance of this Agreement; and this Agreement will constitute a legal, valid and binding obligation of Buyer.

2. Proceedings. There are no existing, nor to Buyer's knowledge overtly threatened, proceedings against Buyer, either administrative or judicial, on account of any alleged violation of any rules, regulations, orders or directives and there is no such litigation or condemnation pending that would affect Buyer or Buyer's use of the Property.
3. Documents True and Correct. All documents delivered by Buyer to Seller in connection with the Property are true, complete and correct in all material respects.

If, prior to Closing, Buyer becomes aware that any of the above representations and warranties are not true, Buyer will promptly notify Seller in writing of such matter. In such event, Seller may terminate this Agreement by delivering a notice of termination to Buyer in accordance with this Agreement at any time on or before the earlier of the date that is twenty (20) days after Buyer notifies Seller of any inaccuracy of such representation or warranty or the Closing Date. Within three (3) business days of its delivery of a notice of termination, Buyer shall deliver to Seller a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

G. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that the statements contained in this Section II.G are true, correct and complete as of the Effective Date of this Agreement or as otherwise provided. For purposes hereof, Seller's "knowledge" shall mean the actual knowledge of Erik Thorvig, Seller's Community Development Director.

1. Authority. Seller will have the full power and authority to sell the Property, to execute, deliver and perform its obligations and to enter into and consummate the transaction contemplated by this Agreement; will have duly authorized by the affirmative vote of the requisite number of members of Seller's Board of Commissioners the execution, delivery and performance of this Agreement; and this Agreement will constitute a legal, valid and binding obligation of Seller.
2. Codes and Regulations. Seller has no knowledge of and has received no notice of any uncorrected violation or potential violation from any federal, state or local authority regarding the Property.
3. Wells, Tanks and Septic Systems and Methamphetamine Production. Except as set forth on the Quitclaim Deed, Seller is not aware of any wells, underground storage tanks, or private septic systems on the Property. To the best of Seller's actual knowledge, the Property has not been used for methamphetamine production.
4. Proceedings. There are no existing, nor to Seller's knowledge overtly threatened, proceedings against the Property or owners thereof, either administrative or judicial, on account of any alleged violation of any rules, regulations, orders or directives and there is no litigation or condemnation pending or threatened which would affect the Property or the use thereof by Buyer.

5. Consents. To Seller's knowledge, there are no consents of third parties which are required for the transfer of the Property to Buyer or which are required in connection with the other transactions contemplated by this Agreement.
6. Rights of Others to Purchase Property. Seller has not entered into any other contracts, agreements, letters of intent or understandings, whether oral or written, for the sale of all or any portion of the Property, and there are no existing rights of first refusal or options to purchase all or any portion of the Property, or any other rights of others that might prevent the consummation of this Agreement.
7. Documents True and Correct. All documents delivered by Seller to Buyer in connection with the Property are true, complete and correct in all material respects.

If, prior to Closing, Seller becomes aware that any of the above representations and warranties are not true, Seller will promptly notify Buyer in writing of such matter. In such event, Buyer may terminate this Agreement by delivering a notice of termination to Seller in accordance with this Agreement at any time on or before the earlier of the date that is twenty (20) days after Seller notifies Buyer of any inaccuracy of such representation or warranty or the Closing Date. Within three (3) business days of its delivery of a notice of termination, Buyer shall deliver to Seller a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

H. **Executory Period Obligations of the Authority.** Following the Effective Date, the Authority agrees to take the following actions. For the avoidance of doubt, the Authority's failure to comply with this Section II.H shall be considered a default entitling Buyer to its remedies as set forth in Section V.

1. Control of To Be Acquired Properties. On or before December 31, 2024, the Authority shall have control of the To-Be-Acquired Properties. For purposes of this provision, "control" includes the following: (i) the Authority and the fee owner(s) of the applicable To-Be-Acquired Properties have entered into a binding purchase agreement for the Authority's acquisition of the applicable To-Be-Acquired Properties; or (ii) the Authority has approved a resolution authorizing the Authority to proceed with a quick-take of the To-Be-Acquired Properties (or portions thereof not otherwise under control pursuant to (i)), has filed and served the petition for the quick-take of the applicable To-Be-Acquired Properties, and is proceeding in good faith to obtain an order approving such quick-take.
2. Possession of the To-Be-Acquired Properties. On or before April 1, 2025, the Authority shall have acquired the To-Be-Acquired Properties, whether by a voluntary disposition by the fee owners thereof or by the recording of an order approving the quick-take of the To-Be-Acquired Properties, and shall have possession of the To-Be-Acquired Properties.

ARTICLE III. (CLOSING)

- A. **Closing.** The closing of the purchase and sale contemplated by this Agreement (whether of the Acquired Properties or any of the To-Be-Acquired Properties, each a “Closing”) shall occur on or before the dates set forth below. Each Closing shall take place at the offices of the Title Company, or at such other location as is acceptable to Buyer and Seller.
1. **Initial Closing.** The closing of the purchase and sale of the Acquired Properties shall occur on or before October 11, 2024 (the “Initial Closing Date”), provided that Buyer shall have two (2) options to extend the Initial Closing Date by up to thirty (30) days per extension (each an “Extension”), but in no event shall an extension be after the TIF Bond Sale Date. Each Extension may be exercised by Buyer upon written notice to Seller prior to the then-current Initial Closing Date. For the avoidance of doubt, Buyer must close on the Acquired Properties on or before the TIF Bond Sale Date; as a result, under no circumstances shall Buyer’s extension right exceed the date of the TIF Bond Sale Date. Seller shall deliver possession of the Acquired Properties to Buyer on the Initial Closing Date.
 2. **Subsequent Closings.** The closing of the purchase and sale of each of the To-Be-Acquired Properties shall each occur on or before the date that is thirty (30) days following Seller’s acquisition of each of the To-Be Acquired Properties (such applicable date being the “Subsequent Closing Date”). Notwithstanding the foregoing, the outside date for the closing of the purchase and sale of all of the To-Be-Acquired Properties shall be on or before May 1, 2025 (the “Outside Closing Date”). Seller shall deliver possession of the To-Be-Acquired Properties to Buyer on the Subsequent Closing Date. Seller and Buyer shall mutually agree upon either an assignment from Seller to Buyer of Seller’s Purchase Agreement with respect to the To-Be-Acquired Properties’ owner (provided that in such case, Seller shall retain responsibility for payment of the purchase price thereunder to the owner) or, alternatively, a simultaneous closing on the same day transferring the To-Be-Acquired Property from its owner to Seller and then from Seller to Buyer.
- B. **Seller’s Initial Closing Documents.** On the Initial Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, “Seller’s Initial Closing Documents”):
1. A Quitclaim Deed, the form of which is attached hereto as Exhibit B conveying fee simple title to the Acquired Properties as required by this Agreement, subject only to the Permitted Encumbrances **and the forfeiture clause required by Minnesota Statutes Section 469.105, subd. 5, as set forth in more detail in Section IV.B.1 below.**
 2. Resolution of Seller approving Master Development Agreement or other Resolution, authorizing Seller’s conveyance of the Acquired Properties.
 3. A non-foreign (FIRPTA) affidavit containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.
 4. The Seller Bring-Down Certificate with respect to the Acquired Properties.

5. Any additional documents, certificates or agreements reasonably necessary to effectuate the sale contemplated by this Agreement.
 6. Seller's information necessary for a Certificate of Real Estate Value.
 7. A Settlement Statement.
- C. **Buyer's Initial Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Initial Closing Documents"):
1. Resolutions of the board of directors, general partner, or managing member of Buyer authorizing the transaction contemplated in this Agreement and acknowledging the authority of the persons executing documents on behalf of Buyer to act on behalf of and bind Buyer.
 2. An Affidavit of Buyer, if required by the Title Company, in appropriate and customary form acceptable to Buyer.
 3. The Buyer Bring-Down Certificate with respect to the Acquired Properties.
 4. Any other instruments, documents or agreements reasonably necessary to effectuate the sale contemplated by this Agreement, in form reasonably acceptable to Buyer.
 5. A Certificate of Real Estate Value.
 6. A Settlement Statement.
- D. **Seller's Subsequent Closing Documents.** On the Closing Date for any of the To-Be-Acquired Properties, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Subsequent Closing Documents"):
1. A Quitclaim Deed, the form of which is attached hereto as Exhibit B conveying fee simple title to the applicable To-Be-Acquired Properties as required by this Agreement, subject only to the Permitted Encumbrances **and the forfeiture clause required by Minnesota Statutes Section 469.105, subd. 5, as set forth in more detail in Section IV.B.1 below.**
 2. Resolution of Seller authorizing Seller's conveyance of the applicable To-Be-Acquired Properties.
 3. A non-foreign (FIRPTA) affidavit containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.
 4. The Seller Bring-Down Certificate with respect to the applicable To-Be-Acquired Properties.

5. Any additional documents, certificates or agreements reasonably necessary to effectuate the sale contemplated by this Agreement.
 6. Buyer's information necessary for a Certificate of Real Estate Value.
 7. A Settlement Statement.
- E. **Buyer's Subsequent Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Subsequent Closing Documents"):
1. Resolutions of the board of directors, general partner, or managing member of Buyer authorizing the transaction contemplated in this Agreement and acknowledging the authority of the persons executing documents on behalf of Buyer to act on behalf of and bind Buyer.
 2. An Affidavit of Buyer, if required by the Title Company, in appropriate and customary form acceptable to Buyer.
 3. The Buyer Bring-Down Certificate with respect to the applicable To-Be-Acquired Properties.
 4. Any other instruments, documents or agreements reasonably necessary to effectuate the sale contemplated by this Agreement, in form reasonably acceptable to Buyer.
 5. Buyer's information necessary for a Certificate of Real Estate Value.
 6. A Settlement Statement.
- F. **Prorations.** Seller and Buyer agree to the following prorations and allocations of costs under this Agreement:
1. Seller will pay the state deed tax, the conservation fee, and one-half of the closing fees or charges. Buyer shall pay (i) all costs of preparing any Title Commitment, the Survey, and any title policy premiums and endorsement costs; (ii) all costs related to Buyer's financing, including but not limited to mortgage registration tax; (iii) all costs of recording other than those to be paid by Seller pursuant to the foregoing sentence; (iv) one-half of the closing fees or charges.
 2. Connection Charges. Buyer shall be required to pay deferred connection charges, if any.
 3. Except for assessments as noted above, real estate taxes and any other assessments due and payable in the year of closing shall be prorated between the parties on a daily basis. Buyer and Seller acknowledge that the Property may, in the hands of Seller, be exempt from current property taxes.

4. Buyer shall assume responsibility for any assessments that are levied against the Property after the Closing.

ARTICLE IV. (IMPROVEMENTS AND POST-CLOSING OBLIGATIONS)

- A. **Seller's Improvements and Post-Closing Obligations.** Seller shall have no improvement obligations with regard to the Property. Buyer agrees to take the Property in entirely "AS IS" condition, subject to the terms and conditions of this Agreement and the representations and warranties of Seller as explicitly set forth in this Agreement and any closing document delivered by Seller.
- B. **Buyer's Improvements and Post-Closing Obligations.** After Closing, Buyer shall commence and complete the following improvements and post-closing obligations:
 1. **Conveyance Subject to Seller's Right of Reentry.** This Agreement and each Quitclaim Deed to be delivered at each Closing, are governed by the provisions of Minnesota Statutes Sections 469.105 relating to the use of the applicable Property. The Quitclaim Deed shall incorporate a covenant running with the land in favor of Seller, as required pursuant to Minnesota Statutes Section 469.105, pursuant to which Seller must, subject to Unavoidable Delays, commence construction of the Minimum Improvements on the applicable Property within one year of the applicable Closing, subject to extensions that may be granted in accordance with Minnesota Statutes Sections 469.105. To the extent permitted by Minnesota law, Seller agrees to subordinate its rights in the applicable Property under such covenant to the interest of any mortgagee providing financing for the construction of the Minimum Improvements. Following satisfaction of the conditions herein, and upon request by Buyer, Seller agrees to deliver a certificate of completion (in recordable form) evidencing Buyer's satisfaction of the conditions set forth herein.
 2. **Minimum Improvements.** Except as required of Seller pursuant to the Master Development Agreement and subject to the terms and conditions of the Master Development Agreement, Buyer shall construct and install at its expense the Minimum Improvements to be located on the Property in compliance with all municipal and regulatory standards.

ARTICLE V. (REMEDIES)

- A. **Default Prior to Acquired Properties Closing.** In the event of a default under this Agreement prior to Buyer's acquisition of the Acquired Properties, which default is not cured within thirty (30) days following delivery of written notice of such default, the following provisions shall apply:
 1. **Seller's Remedies.** In the event of a default by Buyer prior to Buyer's acquisition of the Acquired Properties, Seller's exclusive remedies shall be: (i) the termination of this Agreement, and upon the terms and conditions set forth herein; and this Agreement shall be null and void without the necessity of further notice and without

the need for statutory cancellation proceedings, or any other proceeding. Within three (3) business days of its delivery of a notice of termination, Buyer shall deliver to Seller a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

2. Buyer's Remedies. In the event of a default by Seller hereunder prior to Buyer's acquisition of the Acquired Properties, Buyer's exclusive remedies shall be: (i) the termination of this Agreement, by providing Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement, and upon the terms and conditions set forth herein; and this Agreement shall be null and void without the necessity of further notice and without the need for statutory cancellation proceedings, or any other proceeding and return of the applicable portion of Buyer's Earnest Money as liquidated damages; or (ii) to seek specific performance of this Agreement, provided such specific performance action is commenced within six (6) months of the date Buyer becomes aware of such default.

B. Default After Acquired Properties Closing.

1. Seller's Remedies. If Buyer defaults after Buyer's acquisition of the Acquired Properties but prior to the acquisition of the To-Be-Acquired Properties, provided that Seller has acquired the To-Be-Acquired Properties, Seller's exclusive remedy shall be the termination of this Agreement, and upon the terms and conditions set forth herein; and this Agreement shall be null and void without the necessity of further notice and without the need for statutory cancellation proceedings, or any other proceeding.
2. Buyer's Remedies. If the Authority or the City defaults after Buyer's acquisition of the Acquired Properties, Buyer shall be entitled to either (a) seek specific performance of this Agreement, which includes Seller's post-closing reimbursement obligations, provided such action is commenced within twenty-four (24) months of the date Buyer becomes aware of such default, or (b) give notice to Seller of its election to reconvey the Property acquired by Buyer hereunder, in which case the following shall apply: (i) Buyer shall be entitled to a reimbursement from the Authority and/or the City for the Purchase Price (provided that to the extent the Purchase Price was paid using funds from a mortgagee, such funds shall be used to pay down such mortgage prior to reconveyance), all costs and expenses incurred by Buyer or its Affiliate(s) as of the date of such notice with respect to the Master Development Agreement, except to the extent that Buyer has been previously reimbursed for such expenses through public funds or grant funds; and (ii) Buyer shall deliver, and Seller shall accept (1) possession of such Property "AS IS" condition, (2) mortgage satisfactions (provided that, for the avoidance of doubt, the reimbursement due to Buyer hereunder shall include repayment of the funds borrowed by Buyer for acquisition of the Property and construction of the improvements required by the Master Developer Agreement), and (3) a quit claim deed for such Property. In any event, if the EDA fails to acquire the To-Be-Acquired Properties as required under this Agreement, subject to and to the extent that Buyer establishes to Seller with reasonable documentation that Buyer has

expended those monies per the Agreement, Buyer shall be entitled to a reimbursement of the \$3,011,799.00 following such default (whether through a reimbursement of the Purchase Price as provided in the prior sentence or otherwise).

**ARTICLE VI.
(MISCELLANEOUS)**

- A. **Purchase "As Is"**. Except as expressly warranted herein or in any closing document or deliverable, and subject to the terms hereof, Buyer accepts the Property in an "as is," "where is" condition, with all the faults, defects and deficiencies, including the Property's environmental and geotechnical condition. Subject to the terms hereof, including but not limited to Section IV.A, Buyer hereby waives any and all rights or claims for contribution, indemnity, reimbursement or damages arising under any federal, state or local law (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., and the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01 et. seq.), or under the common law, relating to environmental, health, or safety matters, recognizing that Seller is only a conduit with respect to the Property and has undertaken no activities of its own with respect to it except environmental remediation.
- B. **Time of Essence**. The Parties hereby acknowledge that time is of the essence in this Agreement.
- C. **Notices**. All notices, demands and requests which may be given or served or which are required to be given or waived by either party to the other shall be in writing and shall be sent via United States mail, certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier, or via email, addressed as follows:

If to the City: City of Blaine
Blaine, MN 55102
Attn: City Manager
Email: mwolfe@blainemn.gov

Copy to: City of Blaine (OFS)
Blaine, MN 55102
Attn: Finance Director
Email: jzimmerman@blainemn.gov

And: Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, MN 55082
Attn: City Attorney
Email: elarson@eckberglammers.com

If to the Authority: Economic Development Authority
of the City of Blaine, Minnesota (HRA)
Blaine, MN 55102
Attn: Executive Director
Email: mwolfe@blainemn.gov

Copy to: Eckberg Lammers, P.C.
1809 Northwestern Ave S
Stillwater, MN 55082
Attention: Eric Larson
Email: elarson@eckberglammers.com

If to Buyer: Blaine Town Center East LLC
3020 France Avenue South
Minneapolis, MN 55416
Attn: Robb Bader and Corey Burstad
Email: rbader@badercompanies.com and
corey@elevagegroup.com

Copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: Erin Mathern
Email: emathern@winthrop.com

Notices, demands and requests by the Parties given in this manner shall be deemed sufficiently served or given for all purposes hereunder at the earlier of actual receipt or three (3) business days after mailing by U.S. Mail or one (1) business day after deposit with an overnight courier. Notices, demands and requests sent by email shall be deemed sufficiently served or given on the date of transmission for all purposes hereunder upon

sending, provided that no bounce-back or error message is received by the sender immediately thereafter. Either party may change the place to which notices are to be sent by serving a written notice thereof upon the other in accordance with the terms hereof.

- D. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon, the respective parties hereto and their respective successors and assigns.
- E. **Brokers.** Seller and Buyer each represents and warrants to the other that it has retained no broker or agency with regard to this sale, and no fee is owed to any such broker or agency with respect hereto. Seller and Buyer agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
- F. **Survival.** The terms and conditions of this Agreement, together with Seller's and Buyer's applicable warranties and representations contained herein (each of such warranties and representations to be deemed restated and to be true and correct on the Closing Date) shall survive the Closing for a period of one (1) year, except for Article IV, Article V, and Article VI, each of which shall survive until completed.
- G. **Assignment.** This Agreement may not be assigned by Buyer without Seller's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, prior to Closing, Buyer shall have the right to assign this Agreement (i) for financing purposes, and (ii) to an Affiliate of Buyer, all without first obtaining Seller's written consent.
- H. **Attorneys' Fees.** If either party shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- I. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to its rules governing conflicts of laws, and any legal action shall be venued in Anoka County, State of Minnesota.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first above written.

THE CITY:
CITY OF BLAINE, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

SELLER:
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BLAINE, MINNESOTA

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services
of the City

Approved as to Form

City Attorney

BUYER:
BLAINE TOWN CENTER EAST LLC

By: _____
Name: _____
Its: _____

EXHIBIT A-1
LEGAL DESCRIPTION OF THE ACQUIRED PROPERTIES

Parcel 1 [Dobson]:
Intentionally Omitted.

Parcel 2:
The East 165 feet of the East 350 feet of the West 900 feet of the South 285 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

Parcel 3:
Lot 4, Block 1, Northway Estates, Anoka County, Minnesota.

Parcel 4 [MR. T Company]:
Intentionally Omitted.

Parcel 5:
Lot 6, Block 1, Northway Estates, Anoka County, Minnesota.

Parcel 6:
The South 435 feet of the East 200 feet of the West 400 feet of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 31, Range 23, Anoka County, Minnesota.

Parcel 7 [Invictus Brewery]:
Intentionally Omitted.

Parcel 8:
The East 350.00 feet of the West 900.00 feet of that part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota, lying north of the south 685.00 feet and south of the north 450.00 feet thereof.

Parcel 9:
The North 150 feet of the South 812.69 feet lying East of the West 900 feet of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 31, Range 23, Anoka County, Minnesota. Except Parcel 7 of Anoka County Highway Right-of-Way Plat No. 62.

Parcel 10:
The North 150 feet of the South 662.69 feet of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 21, Township 31, Range 23, lying East of the West 900 feet thereof, Anoka County, Minnesota.

Parcel 11:
That part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 21, Township 31, Range 23 lying North of the South 363 feet and South of the North line of the South

512.69 feet and East of the West 900 feet, according to the U.S. Government Survey thereof, Anoka County, Minnesota, except Parcel 9 of Anoka County Highway Right-of-Way Plat No. 62.

Parcel 12 [Lien]:
Intentionally Omitted.

Parcel 13:
The East Three hundred fifty (350) feet of the West Nine hundred (900) feet of the North Three hundred (300) feet of the South Six hundred eighty-five (685) feet of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Twenty-one (21), Township Thirty-one (31), Range Twenty-three (23), subject to road easement, Anoka County, Minnesota.

Parcel 14:
The North 100 feet of the South 385 feet of the East 350 feet of the West 900 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

Parcel 15:
That part of the South 435 feet of the East 150 feet of the West 550 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, lying North of the South 218 feet of said Southeast Quarter of the Northwest Quarter, Anoka County, Minnesota.

Parcel 16:
Lot 2, Block 1, Northeast NSC Extension, Anoka County, Minnesota.

Parcel 17:
The North 250 feet of the South 685 feet of the West 550 feet of the SE 1/4 of the NW 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota.

EXHIBIT A-2
LEGAL DESCRIPTION OF THE TO-BE-ACQUIRED PROPERTIES

Parcel 1 [Dobson]:

The east 185 feet of the west 735 feet of the south 285 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

Parcel 4 [MR. T Company]:

Lot 5, Block 1, Northway Estates, Anoka County, Minnesota.

Parcel 12 [Lien]:

The East One Hundred Fifty (150) feet of the West Five Hundred Fifty (550) feet of the South Two Hundred Eighteen (218) feet of the Southeast One-quarter of the Northwest One-quarter (SE1/4 of NW1/4) of Section Twenty-one (21), Township Thirty-one (31), Range Twenty-three (23), Anoka County, Minnesota.

EXHIBIT B
**FORM OF QUITCLAIM DEED;
PERMITTED ENCUMBRANCES**

[See attached.]

(Top 3 inches reserved for recording data)

QUITCLAIM DEED

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, [the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota OR the City of Blaine, Minnesota, a body politic and corporate under the laws of the State of Minnesota] ("**Grantor**"), hereby conveys and quitclaims to BLAINE TOWN CENTER EAST LLC, a limited liability company under the laws of the State of Minnesota ("**Grantee**"), real property in Anoka County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

Check here if all or part of the described real property is Registered (Torrens) ☒

together with all hereditaments and appurtenances belonging thereto and subject to the one-year forfeiture under Minnesota Statutes section 469.105(5) pursuant to that certain Purchase Agreement between City of Blaine, the Economic Development Authority of the City of Blaine, Minnesota, and Blaine Town Center East LLC, dated [_____, 2024].

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

[ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF BLAINE, MINNESOTA, a public body corporate
and politic organized and existing under the laws of the
State of Minnesota]

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services of the
City

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
_____, the _____ of the Economic Authority of the City of Blaine,
Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
_____, the Executive Director of the Economic Development Authority of
the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

[Continued on following page]

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Director, Office of Financial Services of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

GRANTOR:

[The City of Blaine, Minnesota, a body politic and
corporate under the laws of the State of Minnesota]

By: _____
Its:

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ the _____ of the City of Blaine, Minnesota, on behalf of the City of Blaine, Minnesota, a body politic and corporate under the laws of the State of Minnesota.

THIS INSTRUMENT WAS DRAFTED BY:
Eric D. Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, Minnesota 55082

TAX STATEMENTS FOR THE REAL PROPERTY
Blaine Town Center East LLC
3020 France Avenue South
Minneapolis, MN 55416
Attn: Robb Bader

29653185v8

**EXHIBIT A
TO QUITCLAIM DEED**

Legal Description

[Legal Description to be inserted]

**EXHIBIT B
TO QUITCLAIM DEED**

Permitted Encumbrances

1. Building, zoning and subdivision statutes, laws, ordinances and regulations.
2. Reservations and minerals or mineral rights in favor of the State of Minnesota, if any.
3. The lien of real estate taxes not yet due and payable.
4. Leases.
5. Minimum Assessment Agreement per TIF Bond documents.
6. A forfeiture provision satisfying the requirements of Minn. Stat. § 469.065, subd. 6, which will be included in the Quitclaim Deed Seller delivers to Buyer at Closing.
7. [Other Permitted Encumbrances to be based upon title objection procedure.]



City of Blaine Staff Report

File Number: RES 24-201

Agenda Date

October 7, 2024

Status

In Control

City Council

File Type

Resolution

Other Business - Attorney Lida Bannick

Agenda Item # 12.1

Resolution Censuring Councilmember Saroya

Executive Summary

Background

After receiving a formal complaint from a city employee alleging a violation of the Blaine City Council Code of Conduct and a lack of upholding the City of Blaine Mission Statement by Councilmember Saroya, Councilmember Saroya requested, and the City Council authorized an independent third-party investigation on June 3, 2024. The investigation is complete and was presented to the City Council at the October 7 workshop meeting.

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 24-201

Resolution Censuring Councilmember Saroya

Recitals

- A. On April 12, 2024, the City of Blaine received a formal complaint from a City employee regarding Council Member Lori Saroya alleging that Council Member Saroya violated the City Council's Code of Conduct, specifically relating to the manner in which Council Member Saroya has interacted with staff and Commissions, and Council Member Saroya's public criticism of the staff's, including Complainant's, work performance.
- B. On April 15, 2024, the City Council issued a first warning of censure regarding Councilmember Saroya's conduct at the April 9, 2024 Planning Commission meeting, requesting Councilmember Saroya to review the Blaine City Council Code of Conduct to ensure no further violations of the Code occur, and to issue a public apology for her comments at April 9th Commission meeting.
- C. On June 3, 2024, City Council authorized an investigation into the Complaint and Council Member Saroya requested it be conducted by a third-party neutral investigator, which the City Council approved.
- D. Between June 3 and June 7, 2024, the City Attorney contacted potential investigators and on June 25, 2024 the City retained the services of Dyan Ebert of the law firm Quinlivan & Hughes, P.A. to independently investigate the allegations of the complaint.
- E. On July 17, 2024, the City received a second formal complaint was from another City employee regarding Council Member Lori Saroya, also alleging Council Member Saroya's conduct toward City staff at then recent events violated the City Council's Code of Conduct.
- F. Given the July 17th complaint also alleged Code of Conduct violations against Council Member Saroya relating to her conduct toward staff, the complaint was included as part of Ebert's investigation.
- G. A Report of Investigation was issued on September 11, 2024, via the third-party investigator making three findings:
 - 1. Council Member Lori Saroya violated the Blaine City Council Code of Conduct, specifically the provisions relating to City Council Members' Working with City Staff, Working with Boards and Commissions, and City Council Conduct with City Staff.
 - 2. Many of Council Member Saroya's questions about City staff decisions and recommendations, and her efforts to revisit issues and challenge the City's processes, while undoubtedly frustrating and time consuming, do not violate the City Council's Code of Conduct.

3. Council Member Saroya has not been intentionally excluded from City events or social media posts.

H. On October 7, 2024, the City Council met to receive the Report of Investigation, consider its findings and conclusions, and determine whether there would be any further action of the City Council relating to the allegations of the complaints and conclusions of the investigation.

I. Based on the information considered by the City Council at its October 7, 2024 meeting, the City Council has determined that the certain conduct by Council Member Saroya identified in the Report violates the following provisions of the Blaine City Council Code of Conduct:

1. Working with City Staff

City Council does not:

...

Direct Activities of staff other than the city manager

City Councilmembers promise city staff they will:

- Respect staff as valued resources and members of our team
- Support the maintenance of a positive and constructive workplace environment for city employees where individual members, staff and the public are free to express their ideas and work to their full potential
- Provide direction to the city manager as a body and not direct the work of individual staff
- Encourage staff to focus on the big picture in reports
- When possible, notify the city manager in advance of a council meeting of questions or requests to pull agenda items from the consent agenda so the appropriate staff can compile the information needed
- Agree that information they ask of the city manager will be shared equally with all councilmembers
- Copy the city manager on all communications with staff, including questions on topics such as agenda items.

2. Working with Boards and Commissions

City councilmembers promise boards and commissions they will:

- View boards and commissions as vitally important resources to support our decision-making
- Communicate effectively with boards and commissions to ensure they have the tools to do their work
- Give clear direction as a body and take adequate time to review the result of their deliberations
- Because of the value of the independent advice of boards, commissions, and task forces to the public decision-making process, members of council shall refrain from using their position to influence the deliberations or outcomes of board, commission, and task force proceedings

- The expectation is that councilmembers will not typically attend board, commission, committee, working group or task force meetings. However, under special circumstances, if we attend a meeting:
 - We will do so only as an observer and prior to attending will notify the appropriate staff liaison
 - Strive for good communication by reporting out to other councilmembers

3. City Council Conduct with City Staff

...City staff, including the direct employees of the council (the city manager and city attorney), are not obligated to pursue items for only one councilmember. If a councilmember wishes to direct staff to work on a specific item, the councilmember must receive consent of the council by reaching consensus during a workshop meeting, by a majority vote of approval, or by submitting a workshop item agenda form that results in consensus of the council.

Interaction with Staff - It is not appropriate for councilmembers to admonish city staff when disagreeing with the information brought forth for presentation to the governing body. Concerns should be taken up with the city manager, and if an issue is identified that needs to be addressed by the whole council, it will be brought forth accordingly. In any event, there shall be no personal attacks on city staff.

J. Certain conduct by Council Member Saroya, as identified in the report, creates a substantial risk of high employee turnover, exposes the City to potential financial expense and legal liability, and significantly undermines the extremely high level of confidence the City Council has in City Manager Michelle Wolfe and her staff. City Staff should not be expected to tolerate Council Member Saroya's disrespectful and unprofessional conduct and statements.

K. Council Member Saroya did not take the opportunity afforded to her to issue an apology regarding the April 9, 2024 Planning Commission Meeting.

L. The City Council has concluded that a censure of Council Member Saroya is warranted and that appropriate measures should be put in place to restrict Council Member Saroya's interaction with City Staff and attempts to use her position as an elected official influence autonomous decision making and recommendations of the City's Boards and Commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLAINE, MINNESOTA AS FOLLOWS:

1. The City Council formally censures Council Member Lori Saroya for violating the above referenced provisions in the Blaine City Council Code of Conduct.
2. Council Member Saroya shall have no communication, whether in person, by phone, by email, or by any other means, with any City employee other than the City Manager.
3. Council Member Saroya shall not represent the City in an official capacity at any City-sponsored public event.
4. Council Member Saroya should issue a written apology to all City Staff and Planning Commission members for her past conduct.

5. For purposes of accountability, the City Council will consider modifications to its Censure of Council Member Saroya every three months following the passage of this Censure to ensure Council Member Saroya is following the provisions outlined in this Censure and has modified her behavior towards City Staff and to other members of the City Council.

BE IT FURTHER RESOLVED that the City Council sincerely hopes that Council Member Saroya can modify her conduct and the way in which she engages with City staff in a manner that is consistent with the expectations for all City Council Members as outlined in the City Council Code of Conduct so that she can become an effective and productive member of the Blaine City Council.

PASSED by the City Council of the City of Blaine this 7th Day of October, 2024.